



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
C.P. Hall, II
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Riccardo F. Ginex

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, June 10, 2013
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations

Timothy Moroney – Retirement Proclamation

Appointments to the Planning, Zoning and Economic Development Committee
 - Kit P. Ketchmark, Village President
 - Michael J. Garvey, Village Trustee
 - Michelle D. Ryan, Village Trustee
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. Approval of Minutes: Village Board Meeting Tuesday, May 28, 2013; Committee of the Whole Meeting, Tuesday, May 28, 2013.

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Hall	Chamber of Commerce, Finance, Public Safety and DPW Warrant
Trustee Oberhauser	Library, Conservation
Trustee Gilhooley	Recreation
Trustee Ryan	Special Events
Trustee Evans	Beautification, Administration, Pro Tem
Trustee Garvey	Zoning Board of Appeals, Plan Commission
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED
Clerk Edwards	Aging Well Liaison

VII. New Business

- A. Resolution R2013-910** – A Resolution to Adopt and Authorize the Execution of a Second Amendment to the VEMA Post-Retirement Healthcare Funding Plan for the Village of Brookfield
- B. Resolution R2013-911** – A Resolution Approving the Budget of the South East Association for Special Parks and Recreation by the Village of Brookfield, Illinois
- C. Ordinance 2013-26** - An Ordinance Adopting Prevailing Wage Rates for the Year 2013 to be paid to Laborers, Mechanics and other Workers performing Construction of Public Works in the Village of Brookfield, Cook County, Illinois
- D. Resolution 2013-913** – A Resolution Awarding a contract for the Municipal Building Basement Repairs for the Village of Brookfield, Illinois

VIII. Managers Report

IX. Executive Session – Litigation, Land Acquisition & Sales and Negotiations

X. New Business, continued

- A. Ordinance 2013-27** – An Ordinance to Obtain Property

XI. Adjournment



VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

PROCLAMATION

WHEREAS, Sergeant Timothy Moroney began his law enforcement career with the Village of Brookfield on April 16, 1980, and

WHEREAS, He filled a number of different roles with the department throughout his career including Juvenile Officer, DARE instructor , Field Training Officer and fitness trainer, and

WHEREAS, He was assigned to the investigations division in 1995 and returned to the patrol after being promoted to Sergeant in the spring of 1999, and

WHEREAS, He is a graduate of Northwestern University's School of Police Staff and Command and many other state certification, and

WHEREAS, He has spent many years participating in and raising funds for the Law Enforcement Torch run for Special Olympics, and

WHEREAS, after 33 years of dedicated service to the Brookfield Police Department, Sergeant Timothy Moroney will retire on June 17, 2013.

NOW, THEREFORE, I, Kit P. Ketchmark , President of the Village of Brookfield June 17, 2013 Sergeant Timothy Moroney Day in the Village of Brookfield, and recommend all honors and privileges be accorded him by its citizens.

In witness whereof, I have hereunto
set my hand and caused the Seal of
the Village of Brookfield to be
affixed this 10th day of June, 2013.

Kit P. Ketchmark, Village President

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON TUESDAY, MAY 28, 2013
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit P. Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan and C.P. Hall. Village Clerk Catherine Colgrass- Edwards

MEMBERS ABSENT: Trustee Evans

ALSO PRESENT: Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

On Monday, May 28, 2013, President Ketchmark called the Village Board of Trustees meeting to order at 6:31 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Michelle Ryan, Village Trustee – Term to Expire May 2015

Motion by Trustee Garvey, seconded by Trustee Hall, to appoint Michelle Ryan as Village Trustee with a term to expire May 2015. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser and Hall. Nays: None. Absent: Trustee Evans. Oath of Office administered by Village Clerk Catherine Colgrass Edwards.

Board of Local Improvements – President Ketchmark, Trustees Garvey, Hall, Oberhauser and Evans – Term Indefinite

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve the appointments of President Ketchmark, Trustees Garvey, Hall, Oberhauser and Evans to the Board of Local Improvement with an indefinite term. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans. Trustee Evans to be sworn in at another time.

Beautification Committee, Linda Dunbar – Term to Expire March 27, 2016

Motion by Trustee Gilhooley, seconded by Trustee Ryan, to approve the appointment of Linda Dunbar to the Beautification Committee with a term to expire March 27, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.. Oath of Office administered by Village Clerk Catherine Colgrass Edwards.

Firemen's Pension Board, Charles Romeo – Term to expire 4/1/2016

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve the appointment of Charles Romeo to the Firemen's Pension Board with a term to expire April 1, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans. Oath of Office to be administered at another time.

Government Finance Officers Award

PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday, May 13, 2013; Committee of the Whole Meeting, Monday, May 13, 2013

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve the Omnibus Agenda of the Regular Village Board Meeting of May 28, 2013.

Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

REPORTS OF SPECIAL COMMITTEES

Finance, Public Safety, Public Works & Chamber of Commerce – Trustee Hall

Trustee Hall informed the Board of details regarding certain expenditures.

• Corporate Warrant dated May 27, 2013 - \$762,674.92

Motion by Trustee Hall, seconded by Trustee Garvey, to approve the Corporate Warrant dated May 27, 2013 in the amount of \$762,674.92 Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

- Business meeting:
- After Hours:
- Board Meeting:
- Farmer's Market – Opens June 1, 2013

Public Safety

- Public Safety Committee met May 28, 2013. Resident Only Parking for the 4600 Block of Arthur Avenue. Committee investigated request and after discussed decided to table the matter pending further investigation by the Brookfield PD and Public Works. Next Public Safety Committee meeting scheduled for July 23, 2013.

Public Works -

No report

Library & Conservation – Trustee Oberhauser

- Library – No Report
- Conservation Commission: Commission scheduled to meet May 28, 2013 and June 4, 2013.

Recreation – Trustee Gilhooley

- Recreation: No Report

Special Events – Trustee Ryan

Planning & Zoning – Trustee Garvey

Planning Commission: No Report

Zoning Commission: No Report

Administration and Beautification – Trustee Evans

- Beautification Committee: No Report

Senior Liaison – Village Clerk Edwards

- No report

Economic Development - President Ketchmark, Trustees Garvey and Ryan

- WCMC: Per Trustee Garvey, there have been no meetings since last Village Board meeting.
- Economic Development:
- Zoo:

NEW BUSINESS

Ordinance 2013-24 – An Ordinance to Authorize the Execution of an Agreement with Lumquest Lighting, LLC for the Furnishing of High-Efficiency Light Emitting Diode Streetlights and Management of Services by and between Lumquest Lighting, LLC and the Village of Brookfield, IL.

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Ordinance 2013-24 – An Ordinance to Authorize the Execution of an Agreement with Lumquest Lighting, LLC for the Furnishing of High-Efficiency Light Emitting Diode Streetlights and Management of Services by and between Lumquest Lighting, LLC and the Village of Brookfield, IL. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Resolution R2013-905 – Resolution Awarding a Contract for the 2013 Sidewalk Project for the Village of Brookfield, IL

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve Resolution R2013-905 – Resolution Awarding a Contract for the 2013 Sidewalk Project for the Village of Brookfield, IL. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Resolution R2013-904 – A Resolution Authorizing the Participation in the Northern Illinois Municipal Electric Cooperative (NIMEC) and Authorizing the Village Manager to Approve a contract with the lowest cost electricity provider for a period up to 36 months.

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve Resolution R2013-904 – A Resolution Authorizing the Participation in the Northern Illinois Municipal Electric Cooperative (NIMEC) and Authorizing the Village Manager to Approve a contract with the lowest cost electricity provider for a period up to 36 months. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

MANAGER'S REPORT

- Maple Avenue update – all intermittent concrete replacement completed. Pavement patching scheduled this week with asphalt to start next week along with sod placement on parkways. Project is on schedule.

EXECUTIVE SESSION

Motion by Trustee Garvey, seconded by Trustee Hall, to adjourn the Regular Village Board meeting of May 28, 2013 to an Executive Session at 7:13 P.M. to discuss Land Acquisition and Sale. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to reconvene the Regular Village Board Meeting of May 28, 2013 at 7:49 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

NEW BUSINESS – CONTINUED

Resolution R2013-906 – A Resolution Appointing the Village Manager and to approve and Authorize the Execution of a Village Manager Employment Agreement for the Village of Brookfield.

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to approve Resolution R2013-906 – A Resolution Appointing the Village Manager and to approve and Authorize the Execution of a Village Manager Employment Agreement for the Village of Brookfield. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Resolution R2013-907 – A Resolution Appointing the Village Attorney, the Village Prosecutor and Administrative Hearing Officers and to Approve and Authorize the Execution of Legal Services Agreements by and between Storino, Ramello & Durkin and the Village of Brookfield.

Motion by Trustee Gilhooley, seconded by Trustee Garvey, to approve Resolution R2013-907 – A Resolution Appointing the Village Attorney, the Village Prosecutor and Administrative Hearing Officers and to Approve and Authorize the Execution of Legal Services Agreements by and between Storino, Ramello & Durkin and the Village of Brookfield. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Resolution R2013-908 – Resolution Authorizing Appointment of Delegate to Illinois Municipal Retirement Fund (IMRF)

Motion by Trustee Garvey, seconded by Trustee Oberhauser to approve Resolution R2013-908 – Resolution Authorizing Appointment of Delegate (Finance Director Doug Cooper) to Illinois Municipal Retirement Fund (IMRF). Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Ordinance 2013-25 – An Ordinance to Execute the Purchase of Property.

Motion by Trustee Garvey, seconded by Trustee Hall, to approve Ordinance 2013-25 – An Ordinance to Execute the Purchase of Property commonly known as 4006 Blanchan Avenue, Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Resolution R2013-909 – A Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund.

Motion by Trustee Oberhauser, seconded by Trustee Gilhooley, to approve Resolution R2013-909 – A Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Ryan, to adjourn the Regular Village Board meeting of May 28, 2013 at 7:53 P.M. Upon roll call the motion carried as follows: Ayes: President Ketchmark, Trustees Evans, Garvey, Gilhooley, Oberhauser and Hall. Nays: None. Absent: None.

**Catherine Colgrass Edwards
Village Clerk
Village of Brookfield**

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON TUESDAY, MAY 28, 2013
IN THE BROOKFIELD MUNICIPAL BUILDING**

MEMBERS PRESENT: President Kit P. Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Brian Oberhauser and C.P. Hall. Village Clerk Catherine Colgrass- Edwards

MEMBERS ABSENT: Trustee Evans

ALSO PRESENT: Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

On Monday May 28, 2013, President Ketchmark called the Committee of the Whole Meeting to order at 7:53P.M.

Discussion Items

Parks and Recreation Commission – Amendment to the Commission Governing Policy

At the February 2013 Parks and Recreation Commission meeting, a discussion was held on whether the Governing Policy should be amended to expand the role of the group from an advisory commission to a governing board – which would include the power to make rules and regulations to govern use of Brookfield Parks.

During the March 2013 meeting, the Parks and Recreation Commission voted unanimously to adopt a new governing policy which expands their powers to that of a Board. The Commission is seeking consent of the Board of Trustees.

CMAP Local Technical Assistance Program Application

Assistant Village Manager Keith Sbiral attended the grant application meeting for both the Community Planning Program sponsored by the Regional Transportation Authority (RTA) and the Local Technical Assistance Program sponsored by the Chicago Metropolitan Agency for Planning (CMAP). A credible case for either Comprehensive Plan Development assistant or comprehensive Zoning Code review assistance (or both) can be made. Recommended is for Village to prioritize Comprehensive Planning over the zoning code.

Staff to outline the process for the application and recommendations for the applications and is seeking consensus of Board to complete application by the June 26, 2013 deadline. Consensus obtained.

Future Improvements – Kiwanis Park

Discussion on gathering input from some Village Boards and Commissions on future improvements at Kiwanis Park pertinent to desired goals.

SEASPAR Budget Approval – FY2013-2014

The Village Board of each SEASPAR member organization is requested to approve the fiscal budget once the executive member board has done so. The Village of Brookfield approved the draft budget at the April 16, 2013 meeting. Brookfield's participation is approximately \$70,880 - \$7,221 less than 2012. Item to be on Agenda for approval vote at the Regular Village Board Meeting scheduled for June 10, 2013.

Amend VEMA Post Retirement Healthcare Funding Plan

The Village established a VEMA Post Retirement Healthcare Funding Plan in 2006 to provide security for employee's health care needs during retirement. The former plan restricted access to only members of the Service Employee International Union firefighters Collective Bargaining Agreement. The amendment will all allow all full-time Village of Brookfield employees the opportunity to participate in the Plan.

Item to be on Agenda for approval vote at the Regular Village Board Meeting scheduled for June 10, 2013.

ADJOURNMENT

Motion by Trustee Gilhooley, seconded by Trustee Oberhauser, to adjourn the Committee of the Whole meeting of May 28, 2013 at 9:14 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Evans.

Catherine Colgrass-Edwards
Village Clerk
Village of Brookfield

/lls

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check									
12205	05/28/2013	Open			Accounts Payable	Burdett, James	\$300.00		
	Invoice		Date	Description		Amount			
	52313		05/28/2013	tobacco grant round #3		\$300.00			
12206	05/28/2013	Open			Accounts Payable	Fox, Scott	\$180.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-2/28,4/23		\$180.00			
12207	05/28/2013	Open			Accounts Payable	Geddes, Michelle	\$270.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-2/28,4/4,4/23		\$270.00			
12208	05/28/2013	Open			Accounts Payable	Hines, Clare	\$90.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-5/9		\$90.00			
12209	05/28/2013	Open			Accounts Payable	Kluge, Kristen	\$270.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-1/29,2/28,4/4		\$270.00			
12210	05/28/2013	Open			Accounts Payable	Kohl, Susanne	\$180.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-2/12,5/9		\$180.00			
12211	05/28/2013	Open			Accounts Payable	Kunkle, Megan	\$270.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-1/17,29,2/12		\$270.00			
12212	05/28/2013	Open			Accounts Payable	Mower, Caitlin	\$360.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-1/17,4/4,23,5/9		\$360.00			
12213	05/28/2013	Open			Accounts Payable	Staroska, Pam	\$270.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-1/29,2/12,4/23		\$270.00			
12214	05/28/2013	Open			Accounts Payable	Tlusty, Jen	\$360.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-1/17,29,2/12,4/23		\$360.00			
12215	05/28/2013	Open			Accounts Payable	Tracy, Gina	\$360.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-2/28,4/4,23,5/9		\$360.00			
12216	05/28/2013	Open			Accounts Payable	Tuscher, Chrissy	\$360.00		
	Invoice		Date	Description		Amount			
	52113		05/28/2013	lets win teacher pay-2/28,4/4,23,5/9		\$360.00			
12217	05/31/2013	Open			Accounts Payable	Lewis University	\$3,600.00		
	Invoice		Date	Description		Amount			
	5913		05/31/2013	tuition-Michelle Robbins-200428674		\$3,600.00			
12218	06/10/2013	Open			Accounts Payable	A & M Parts Inc.	\$303.07		
	Invoice		Date	Description		Amount			
	383532		06/04/2013	plug		\$16.95			
	382852		06/04/2013	air filter for #3		\$12.75			

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	383224		06/04/2013		radiator cap for #464		\$6.98		
	384021		06/04/2013		valve knob		\$8.31		
	383561		06/04/2013		stock for squads		\$258.08		
12219	06/10/2013	Open			Accounts Payable	AIS	\$12,201.50		
	Invoice		Date		Description		Amount		
	23633		06/04/2013		50% down-equipment to video record meetings		\$7,070.00		
	23817		06/04/2013		pw dir laptop		\$713.00		
	23271		06/04/2013		vob-03 sd card for vmware		\$174.00		
	23301		06/04/2013		pw monitor (Kevin)		\$152.00		
	23290		06/04/2013		laptop battery replacement-Carol		\$125.00		
	23274		06/04/2013		replacement pc for dispatch		\$929.00		
	23166		06/04/2013		February 2013 services		\$2,847.50		
	23123		06/04/2013		monitor-Karen		\$191.00		
12220	06/10/2013	Open			Accounts Payable	Ann Lenartson	\$688.00		
	Invoice		Date		Description		Amount		
	53113		06/05/2013		dance instructor		\$688.00		
12221	06/10/2013	Open			Accounts Payable	Aqua Flow Plumbing	\$1,000.00		
	Invoice		Date		Description		Amount		
	52313		06/04/2013		parkway bond refund-3512 Harrison		\$1,000.00		
12222	06/10/2013	Open			Accounts Payable	AT&T	\$1,727.70		
	Invoice		Date		Description		Amount		
	2013-00000361		06/04/2013		708-Z14-0030		\$197.48		
	2013-00000362		06/04/2013		708-Z14-0033		\$197.48		
	2013-00000363		06/04/2013		708-Z14-0045		\$1,135.26		
	2013-00000364		06/04/2013		708-Z14-0019		\$197.48		
12223	06/10/2013	Open			Accounts Payable	AT&T Long Distance	\$760.05		
	Invoice		Date		Description		Amount		
	62413		06/04/2013		long dist charges-853558135-5		\$760.05		
12224	06/10/2013	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$131,190.47		
	Invoice		Date		Description		Amount		
	2013-00000369		06/04/2013		medical insurance premiums-acct #051133		\$131,190.47		
12225	06/10/2013	Open			Accounts Payable	Brookfield Police Pension Fund	\$497.12		
	Invoice		Date		Description		Amount		
	53013		06/04/2013		Sylvia Hymel health ins cont pd after her death		\$497.12		
12226	06/10/2013	Open			Accounts Payable	Burlington Auto Body	\$1,007.60		
	Invoice		Date		Description		Amount		
	9976		06/04/2013		repairs to #424		\$1,007.60		
12227	06/10/2013	Open			Accounts Payable	Case Lots, Inc.	\$141.60		
	Invoice		Date		Description		Amount		
	048702		06/04/2013		paper towels;toilet tissue;bleach		\$141.60		
12228	06/10/2013	Open			Accounts Payable	Chicago Int'l Trucks, LLC	\$12.95		
	Invoice		Date		Description		Amount		
	10145865		06/04/2013		ball		\$12.95		

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12229	06/10/2013	Open			Accounts Payable	Cintas Corp	\$201.04		
	Invoice		Date	Description		Amount			
	9001245528		06/04/2013	svc charge to eye wash station		\$201.04			
12230	06/10/2013	Open			Accounts Payable	Comcast	\$12.77		
	Invoice		Date	Description		Amount			
	61513		06/04/2013	xfinity tv		\$12.77			
12231	06/10/2013	Open			Accounts Payable	ComEd	\$286.30		
	Invoice		Date	Description		Amount			
	61813		06/04/2013	svc @ 4315 Park-2427077087		\$192.86			
	6513		06/04/2013	svc @ 9001 Shields-park-3543076047		\$93.44			
12232	06/10/2013	Open			Accounts Payable	Communications Direct Inc.	\$64.25		
	Invoice		Date	Description		Amount			
	SR101638		06/04/2013	radio repair		\$64.25			
12233	06/10/2013	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$573.88		
	Invoice		Date	Description		Amount			
	0009894094		06/04/2013	street lighting-1-1D7Y-574		\$573.88			
12234	06/10/2013	Open			Accounts Payable	Crown Trophy	\$13.00		
	Invoice		Date	Description		Amount			
	18932		06/04/2013	2"x12" name plates		\$13.00			
12235	06/10/2013	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$8,285.37		
	Invoice		Date	Description		Amount			
	2013-00000370		06/04/2013	deltacare dental		\$181.31			
	2013-00000371		06/04/2013	dental insurance premiums		\$7,861.73			
	536365		06/04/2013	vision care-June 2013		\$242.33			
12236	06/10/2013	Open			Accounts Payable	Dixon Engineering, Inc.	\$3,500.00		
	Invoice		Date	Description		Amount			
	13-6458		06/04/2013	paint inspection		\$3,500.00			
12237	06/10/2013	Open			Accounts Payable	DuPage Topsoil Inc.	\$650.00		
	Invoice		Date	Description		Amount			
	036639		06/04/2013	semis pulv		\$650.00			
12238	06/10/2013	Open			Accounts Payable	FedEx	\$27.55		
	Invoice		Date	Description		Amount			
	2-279-83951		06/04/2013	messenger svc		\$27.55			
12239	06/10/2013	Open			Accounts Payable	FMP	\$180.46		
	Invoice		Date	Description		Amount			
	50-640489		06/04/2013	battery		\$260.12			
	50-642696		06/04/2013	part for #478		\$42.03			
	50-610147		06/04/2013	credit for battery warranty		(\$121.69)			
12240	06/10/2013	Open			Accounts Payable	GCG Financial	\$1,485.01		
	Invoice		Date	Description		Amount			
	2013-00000372		06/04/2013	insurance admin fees		\$1,485.01			
12241	06/10/2013	Open			Accounts Payable	GE Capital	\$632.53		
	Invoice		Date	Description		Amount			
	2013-00000373		06/04/2013	ricoh copiers		\$632.53			

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12242	06/10/2013	Open			Accounts Payable	Government Finance Officer's Association	\$435.00		
	Invoice		Date	Description		Amount			
	52413		06/04/2013	2012 cafr application fee		\$435.00			
12243	06/10/2013	Open			Accounts Payable	Grainger	\$166.22		
	Invoice		Date	Description		Amount			
	9150019181		06/04/2013	asphalt crack filler pour pot		\$104.00			
	9144849990		06/04/2013	v belt;grease		\$62.22			
12244	06/10/2013	Open			Accounts Payable	Hancock Engineering	\$225.00		
	Invoice		Date	Description		Amount			
	13-0226		06/04/2013	public library site improvements		\$225.00			
12245	06/10/2013	Open			Accounts Payable	ILCMA	\$205.00		
	Invoice		Date	Description		Amount			
	2013-14		06/04/2013	membership dues-Keith Sbirai		\$205.00			
12246	06/10/2013	Open			Accounts Payable	Illinois Paper & Copier Co.	\$295.68		
	Invoice		Date	Description		Amount			
	in51735		06/04/2013	contract overage chg		\$295.68			
12247	06/10/2013	Open			Accounts Payable	JD Pro Productions, Inc.	\$35.00		
	Invoice		Date	Description		Amount			
	13-093		06/05/2013	2 reams 11x17 paper		\$35.00			
12248	06/10/2013	Open			Accounts Payable	Kane, Mc Kenna Capital Inc.	\$600.00		
	Invoice		Date	Description		Amount			
	11641		06/04/2013	Ogden Ave TIF 2008		\$600.00			
12249	06/10/2013	Open			Accounts Payable	Koch, Chad	\$384.00		
	Invoice		Date	Description		Amount			
	130521		06/05/2013	martial arts instruction		\$384.00			
12250	06/10/2013	Open			Accounts Payable	L-K Fire Extinguisher Service	\$490.00		
	Invoice		Date	Description		Amount			
	64815		06/04/2013	svc @ 8820 Brookfield		\$318.00			
	64819		06/04/2013	svc @ 4301 Elm		\$97.00			
	64783		06/04/2013	svc @ 3840 Maple		\$75.00			
12251	06/10/2013	Open			Accounts Payable	LA Fasteners Inc.	\$25.65		
	Invoice		Date	Description		Amount			
	2-55123		06/04/2013	misc parts		\$25.65			
12252	06/10/2013	Open			Accounts Payable	Lehigh Hanson	\$184.04		
	Invoice		Date	Description		Amount			
	5350904		06/04/2013	binder		\$98.90			
	5349631		06/04/2013	binder		\$85.14			
12253	06/10/2013	Open			Accounts Payable	Matthew LaJoy	\$30.00		
	Invoice		Date	Description		Amount			
	52013		06/05/2013	picnic refund-Ehlert		\$30.00			
12254	06/10/2013	Open			Accounts Payable	Mc Ewan, Mark	\$2,514.80		
	Invoice		Date	Description		Amount			
	52413		06/05/2013	tuition reimbursement		\$2,514.80			

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12255	06/10/2013	Open			Accounts Payable	Menards-Hodgkins	\$400.72		
	Invoice		Date	Description		Amount			
	26646		06/05/2013	misc purchases		\$381.25			
	25734		06/05/2013	supplies		\$19.47			
12256	06/10/2013	Open			Accounts Payable	Midwest Meter Inc.	\$2,737.50		
	Invoice		Date	Description		Amount			
	0045405		06/05/2013	meters & parts		\$2,737.50			
12257	06/10/2013	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$256.00		
	Invoice		Date	Description		Amount			
	2417		06/05/2013	preemployment physical		\$102.00			
	2447		06/05/2013	preemployment physical		\$92.00			
	2447a		06/05/2013	preemployment physical		\$62.00			
12258	06/10/2013	Open			Accounts Payable	N. Brown	\$32.00		
	Invoice		Date	Description		Amount			
	6313		06/04/2013	refund diff-s/b senior rate		\$32.00			
12259	06/10/2013	Open			Accounts Payable	Nothnagel, Roger	\$2,343.00		
	Invoice		Date	Description		Amount			
	51513		06/05/2013	electrical work at station 1-9001 Shields		\$2,343.00			
12260	06/10/2013	Open			Accounts Payable	Nutoys Leisure Products	\$195.00		
	Invoice		Date	Description		Amount			
	39819		06/05/2013	4-2"x4"x71" gray pl slats		\$195.00			
12261	06/10/2013	Open			Accounts Payable	PNC Equipment Finance	\$19,335.96		
	Invoice		Date	Description		Amount			
	52813		06/05/2013	grader lease		\$16,252.00			
	52813a		06/05/2013	grader lease		\$3,083.96			
12262	06/10/2013	Open			Accounts Payable	Portable John, Inc.	\$160.25		
	Invoice		Date	Description		Amount			
	a-185543		06/05/2013	svc @ Jaycee/Ehler park		\$160.25			
12263	06/10/2013	Open			Accounts Payable	Quarry Materials, Inc.	\$286.20		
	Invoice		Date	Description		Amount			
	46475		06/05/2013	N50 surface		\$94.50			
	46533		06/05/2013	N50 surface		\$71.28			
	46556		06/05/2013	N50 surface		\$120.42			
12264	06/10/2013	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$39.55		
	Invoice		Date	Description		Amount			
	1315964		06/05/2013	serving since star-cleaning patches		\$39.55			
12265	06/10/2013	Open			Accounts Payable	Riverside Manufacturing Co.	\$108.50		
	Invoice		Date	Description		Amount			
	5186236001		06/05/2013	trousers		\$108.50			
12266	06/10/2013	Open			Accounts Payable	Sam's Club	\$254.14		
	Invoice		Date	Description		Amount			
	3400		06/05/2013	dpw supplies		\$254.14			
12267	06/10/2013	Open			Accounts Payable	Scout Electric Supply Co.	\$208.20		
	Invoice		Date	Description		Amount			
	154226		06/05/2013	electrical supplies		\$208.20			

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12268	06/10/2013	Open			Accounts Payable	SEIU National Industry Pension Fund	\$1,891.57		
	Invoice		Date	Description		Amount			
	May2013		06/05/2013	monthly deposit report-May 2013		\$1,891.57			
12269	06/10/2013	Open			Accounts Payable	Staples Advantage	\$1,570.56		
	Invoice		Date	Description		Amount			
	3200196244		06/05/2013	office supplies		\$191.32			
	3200196246		06/05/2013	folders		\$40.55			
	3200196245		06/05/2013	office supplies		\$166.22			
	3200196242		06/05/2013	office supplies		\$378.75			
	3200196247		06/05/2013	office supplies		\$105.92			
	3200622906		06/05/2013	office supplies		\$120.99			
	3200622908		06/05/2013	office supplies		\$59.94			
	3200622907		06/05/2013	office supplies		\$119.42			
	3200622910		06/05/2013	office supplies		\$7.14			
	322622909		06/05/2013	office supplies		\$130.32			
	3200622911		06/05/2013	office supplies		\$249.99			
12270	06/10/2013	Open			Accounts Payable	Stelter, Steven	\$60.40		
	Invoice		Date	Description		Amount			
	52113		06/05/2013	fuel for Springfield award ceremony		\$60.40			
12271	06/10/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$14,425.98		
	Invoice		Date	Description		Amount			
	513		06/05/2013	legal matters		\$11,417.45			
	513a		06/05/2013	legal svc		\$1,053.90			
	513b		06/05/2013	legal svc		\$1,954.63			
12272	06/10/2013	Open			Accounts Payable	Third Millennium Associates, Inc	\$549.40		
	Invoice		Date	Description		Amount			
	15792		06/05/2013	utility billing processing/mailling		\$549.40			
12273	06/10/2013	Open			Accounts Payable	Thompson Elevator Inspection Service Inc.	\$193.00		
	Invoice		Date	Description		Amount			
	13-1559		06/05/2013	4 semi-annual reinspections & 3 certificates		\$193.00			
12274	06/10/2013	Open			Accounts Payable	Traffic Control & Protection	\$2,028.50		
	Invoice		Date	Description		Amount			
	77093		06/05/2013	barricades		\$2,028.50			
12275	06/10/2013	Open			Accounts Payable	Trugreen	\$202.65		
	Invoice		Date	Description		Amount			
	5663369		06/05/2013	Congress Park train stop		\$129.15			
	5663370		06/05/2013	svc @ 4301 Elm		\$73.50			
12276	06/10/2013	Open			Accounts Payable	Unifirst Corporation	\$298.83		
	Invoice		Date	Description		Amount			
	0877192		06/05/2013	dpw uniforms		\$148.99			
	875737		06/05/2013	dpw uniforms		\$149.84			
12277	06/10/2013	Open			Accounts Payable	Visa	\$4,784.65		
	Invoice		Date	Description		Amount			
	2013-00000346		06/04/2013	fire dept-0938		\$1,201.12			
	2013-00000347		06/04/2013	administration acct		\$630.68			
	2013-00000348		06/04/2013	recreation acct		\$572.72			

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2013-00000349		06/04/2013	police dept			\$2,380.13		
12278	06/10/2013	Open			Accounts Payable	West Central Municipal Conference	\$13,222.25		
	Invoice		Date	Description		Amount			
	5833		06/05/2013	suburban tree consortium		\$12,592.25			
	7570		06/05/2013	annual dinner		\$630.00			
12279	06/10/2013	Open			Accounts Payable	West Cook County Solid Waste Agency	\$38,009.61		
	Invoice		Date	Description		Amount			
	3159		06/05/2013	disp/adm fees-April 2013		\$38,009.61			
12280	06/10/2013	Open			Accounts Payable	West Suburban Directed Gang Enforcement	\$750.00		
	Invoice		Date	Description		Amount			
	2013-004		06/05/2013	WEDGE membership		\$750.00			
12281	06/10/2013	Open			Accounts Payable	Westfield Ford	\$175.98		
	Invoice		Date	Description		Amount			
	135580		06/05/2013	parts for #470		\$175.98			
12282	06/10/2013	Open			Accounts Payable	Wholesale Direct Inc.	\$29.62		
	Invoice		Date	Description		Amount			
	200089		06/05/2013	traffic cone holder		\$29.62			
Type Check Totals:									
							78 Transactions	\$282,452.63	
EFT									
83	06/04/2013	Open			Accounts Payable	Amalgamated Bank of Chicago	\$24,540.00		
	Invoice		Date	Description		Amount			
	3481		06/04/2013	2009 GO bond int		\$24,540.00			
84	06/04/2013	Open			Accounts Payable	Amalgamated Bank of Chicago	\$54,346.88		
	Invoice		Date	Description		Amount			
	2677		06/04/2013	2006a GO bond int		\$54,346.88			
85	06/04/2013	Open			Accounts Payable	Amalgamated Bank of Chicago	\$15,125.00		
	Invoice		Date	Description		Amount			
	2695		06/04/2013	2004a GO bond int		\$15,125.00			
86	06/04/2013	Open			Accounts Payable	Amalgamated Bank of Chicago	\$74,530.00		
	Invoice		Date	Description		Amount			
	2007		06/04/2013	2003 certificate int		\$74,530.00			
87	06/04/2013	Open			Accounts Payable	Amalgamated Bank of Chicago	\$75,667.50		
	Invoice		Date	Description		Amount			
	2678		06/04/2013	2006b GO bond int		\$75,667.50			
88	06/05/2013	Open			Accounts Payable	The Bank of New York Mellon	\$3,106.25		
	Invoice		Date	Description		Amount			
	41613		06/05/2013	SSA #6 interest		\$3,106.25			
89	06/05/2013	Open			Accounts Payable	Village of Brookfield	\$309,430.86		
	Invoice		Date	Description		Amount			
	2013-00000374		06/05/2013	salaries		\$309,430.86			

Corporate Warrant - 6/10/13

From Payment Date: 5/28/2013 - To Payment Date: 6/10/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90	06/05/2013	Open			Accounts Payable	Village of Brookfield	\$11,172.51		
	Invoice		Date	Description		Amount			
	2013-00000375		06/05/2013	fica/medicare		\$11,172.51			
91	06/05/2013	Open			Accounts Payable	Village of Brookfield	\$342.34		
	Invoice		Date	Description		Amount			
	2013-00000376		06/05/2013	payroll-sui		\$342.34			
92	06/05/2013	Open			Accounts Payable	IMRF	\$43,561.19		
	Invoice		Date	Description		Amount			
	2013-00000377		06/05/2013	employee/employer contributions		\$43,561.19			
Type EFT Totals:							\$611,822.53		
PFC - PUBLIC FUND CHECKING Totals									
10 Transactions									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$282,452.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$282,452.63	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$611,822.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$611,822.53	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$894,275.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$894,275.16	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$282,452.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$282,452.63	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$611,822.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$611,822.53	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$894,275.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$894,275.16	\$0.00

RESOLUTION NO. R – 2013 - 910

**A RESOLUTION TO ADOPT AND AUTHORIZE THE EXECUTION OF A SECOND
AMENDMENT TO THE VEMA® POST RETIREMENT HEALTHCARE FUNDING
PLAN FOR THE VILLAGE OF BROOKFIELD**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10TH DAY OF JUNE 2013

RESOLUTION NO. R – 2013 - 910

**A RESOLUTION TO ADOPT AND AUTHORIZE THE EXECUTION OF A SECOND
AMENDMENT TO THE VEMA® POST RETIREMENT HEALTHCARE FUNDING
PLAN FOR THE VILLAGE OF BROOKFIELD**

WHEREAS, the Village of Brookfield, an Illinois Municipal Corporation, organized as a Village is a member of the Illinois Public Pension Fund Association ("IPPFA");

WHEREAS, IPPFA has created a VEMA® Post Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by its members (Village of Brookfield) for the benefit of their respective employees;

WHEREAS, the Village of Brookfield (the "Village") entered into a VEMA® Post Retirement Healthcare Funding Plan dated May 8, 2006, with Innovative Benefit Resources ("IBR"), or any successor administrator, for the VEMA® Plan Adoption Agreement;

WHEREAS, the Village of Brookfield (the "Village") entered into a VEMA® Post Retirement Healthcare Funding Plan dated May 8, 2006, with Babbitt Municipalities, Inc. Chicago, IL ("BMI") for the VEMA® Plan Administrative Services Agreement, pursuant to which The Hartford Life (the "Service Agent"), or any successor, trustee, or asset manager, has been appointed to provide certain record keeping and administrative services with respect to the Plan;

WHEREAS, the Village and IPPFA desire to amend the Plan to administer the Plan on behalf of all the employees of the Village of Brookfield in order to allow all the employees to provide for their retirement security and to serve the interest of the Village of Brookfield in attracting and retaining competent personnel;

WHEREAS, the Village desires to amend the Schedule of Contributions to include additional Classes of contributors;

WHEREAS, the Board of Trustees deems it desirable and in the best interest of the Village to enter into a Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan to allow all Village of Brookfield employees to participate in the Plan;

WHEREAS, the Board of Trustees deems it desirable and in the best interest of the Village to enter into a Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions, a copy of which amendment is attached hereto marked as Exhibit "A".

Section 3: The President shall be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest on behalf of the Village the Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions, a copy of which amendment is attached hereto marked as Exhibit "A".

Section 4: This Resolution shall take effect upon its passage and approval in accordance with law.

ADOPTED this 10th day of June 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me 10th day of June, 2013.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 10th day of June, 2013.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT "A"
SCHEDULE OF CONTRIBUTIONS
Amendment 2

The Village of Brookfield VEMA Plan schedule is as follows:

Class 1: All Covered Members of the IAFF Local 4828 Bargaining Unit and Fire Captains

IAFF Local 4828 bargaining unit members and Fire Captains who earn in excess of 1383 hours shall have mandatorily deferred into the plan a sum equal to sixty percent (60%) of the member's hourly rate for such sick leave at the end of the month in which it was earned.

Class 2: Deputy Police Chief Retired Prior to December 31, 2008

Upon separation of employment with the Village, all vacation time will mandatorily be deposited into the plan.

Class 3: Police Lieutenants Promoted after May 22, 2011

Mandatorily deferring 9% of salary into the plan. Upon separation of employment with the Village, all unused accrued sick and vacation time will mandatorily be deposited into the plan.

Class 4: Police Sergeants as of January 1, 2013

Upon separation of employment with the Village, all unused accrued sick, vacation, personal, and compensatory time will mandatorily be deposited into the plan.

Amendment date: _____

Authorized Signature

Title

RESOLUTION NO. 2013 - 911

**A RESOLUTION APPROVING THE BUDGET OF THE
SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION
BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10th DAY OF June 2013**

RESOLUTION NO. 2013-911

**A RESOLUTION APPROVING THE BUDGET OF THE
SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION
BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the South East Association for Special Parks and Recreation offers programs for children and adults with special needs; and

WHEREAS, the Village of Brookfield is a member of the South East Association for Special Parks and Recreation and as such is requested to annually approve its budget; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield approve the 2013-2014 fiscal year budget of the South East Association for Special Parks and Recreation;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Brookfield, Illinois, as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: Budget Approval.

The corporate authorities of the Village of Brookfield having been presented and having reviewed the 2013-2014 fiscal year budget of the South East Association for Special Parks and Recreation, a copy of which is attached hereto and marked as

Exhibit "A" and made a part hereof, do hereby approve the 2013- 2014 fiscal year budget of the South East Association for Special Parks and Recreation as presented.

Section 3: Effective Date.

This Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

ADOPTED this 10rd day of June, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of June, 2013.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 10th day of June, 2013.

Catherine Colgrass-Edwards, Clerk of the Village
of Brookfield, Cook County, Illinois

EXHIBIT A

**2013-2014 FISCAL YEAR BUDGET OF THE
SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION**

[illegible]

		A	B	C	D	E	F	G	H	I
		Actual	Actual	Budget	Actual	Budget	Projected	Budget	Projected	Projected
		2009-2010	2010-2011	2011-2012	2011-2012	2012-2013	2012-2013	2013-2014	2014-2015	2015-2016
Expenditures										
6000	Adm., Clerical, Bookkeeping	\$ 323,473	\$ 325,600	\$ 336,600	\$ 339,698	\$ 345,000	\$ 338,000	\$ 330,500	338,000	345,000
6010	Program Staff - Full Time	\$ 391,537	\$ 403,357	\$ 424,000	\$ 421,269	\$ 431,801	\$ 422,000	\$ 434,300	447,200	458,000
6020	Part-Time Staff	\$ 212,902	\$ 146,328	\$ 152,880	\$ 160,198	\$ 156,702	\$ 148,000	\$ 152,440	157,013	161,724
6025	Part-Time Staff - EAGLES		\$ 91,236	\$ 124,000	\$ 104,564	\$ 136,700	\$ 148,000	\$ 152,440	172,810	177,994
6030	Inclusion Staff	\$ 71,102	\$ 78,802	\$ 74,000	\$ 85,998	\$ 74,000	\$ 117,000	\$ 116,000	116,000	116,000
6040	Day Camp Staff	\$ 53,539	\$ 62,483	\$ 65,285	\$ 53,788	\$ 64,000	\$ 57,999	\$ 68,400	70,110	71,863
6050	Intern Staff	\$ 3,212	\$ 1,000	\$ 2,500	\$ 3,375	\$ 2,500	\$ 3,900	\$ 3,600	3,600	3,600
6065	IMRF	\$ 72,418	\$ 98,872	\$ 132,000	\$ 126,210	\$ 164,300	\$ 157,000	\$ 152,400	157,000	162,000
6080	Life Ins./Long Term Disab.	\$ 9,272	\$ 609	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
6090	FICA	\$ 83,015	\$ 82,562	\$ 90,214	\$ 87,612	\$ 92,619	\$ 94,470	\$ 96,213	99,812	102,065
6100	Dues IPRA/NRPA	\$ 2,721	\$ 2,860	\$ 3,600	\$ 3,096	\$ 3,000	\$ 2,850	\$ 3,200	3,200	3,400
6102	Newspapers	\$ 183	\$ 183	\$ 225	\$ 162	\$ 185	\$ 176	\$ 185	185	200
6103	Other Dues/Subscriptions	\$ 2,342	\$ 985	\$ 2,000	\$ 1,425	\$ 1,850	\$ 1,625	\$ 1,850	1,900	1,900
6110	Long Range Planning	\$ -	\$ -	\$ 15,000	\$ 15,889	\$ 2,500	\$ 4,312	\$ -	-	-
6120	Employee Longevity Recog.	\$ 116	\$ 202	\$ 350	\$ 550	\$ -	\$ 300	\$ 700	800	350
6121	Cont.Ed./Certification	\$ 1,374	\$ 1,495	\$ 1,500	\$ 1,330	\$ 1,500	\$ 1,300	\$ 1,500	1,500	1,600
6122	Major Conferences	\$ 11,232	\$ 12,955	\$ 16,000	\$ 12,690	\$ 16,000	\$ 10,600	\$ 12,000	14,000	14,000
6123	Workshops & Seminars	\$ 1,255	\$ 4,247	\$ 2,500	\$ 2,416	\$ 2,500	\$ 2,600	\$ 3,000	3,000	3,000
6124	Meetings	\$ 533	\$ 750	\$ 800	\$ 751	\$ 800	\$ 550	\$ 600	650	650
6125	Books/Resources	\$ (46)	\$ 233	\$ 325	\$ 55	\$ 325	\$ 325	\$ 325	325	325
6126	Risk Management	\$ (911)	\$ 807	\$ 1,500	\$ 65	\$ 1,500	\$ 1,500	\$ 1,500	1,500	2,000
6140	Background Check	\$ 803	\$ 1,462	\$ 1,600	\$ 1,845	\$ 1,675	\$ 1,800	\$ 1,800	-	-
6200	Audit Expense	\$ 4,500	\$ 4,750	\$ 5,500	\$ 5,515	\$ 5,650	\$ 5,650	\$ 6,100	6,250	6,700
6210	Board Expense	\$ 56	\$ 193	\$ 300	\$ 17	\$ 300	\$ 200	\$ 300	300	300
6220	Payroll Fees	\$ 26,000	\$ 27,176	\$ 31,200	\$ 30,484	\$ 28,000	\$ 29,000	\$ 28,500	26,000	27,000
6230	Legal Fees	\$ 2,475	\$ 450	\$ 3,500	\$ 3,735	\$ 3,000	\$ 3,000	\$ 3,500	3,500	3,500
6240	Legal Publications	\$ -	\$ 400	\$ 275	\$ -	\$ 275	\$ 180	\$ 360	360	360
6250	Public Relations/Marketing	\$ 16,249	\$ 16,575	\$ 16,500	\$ 13,331	\$ 17,000	\$ 17,000	\$ 17,500	18,000	18,000
6260	Printing - Brochures	\$ 15,691	\$ 14,741	\$ 16,500	\$ 16,386	\$ 17,300	\$ 17,186	\$ 18,000	18,540	19,096
6261	Printing - Checks	\$ 128	\$ 255	\$ 300	\$ 130	\$ 300	\$ 283	\$ 325	325	350
6263	Printing - Stationery	\$ 1,524	\$ 1,199	\$ 1,500	\$ 1,264	\$ 1,500	\$ 1,400	\$ 1,500	1,500	1,600
6264	Printing - Other	\$ 3,755	\$ 5,165	\$ 3,500	\$ 2,491	\$ 5,000	\$ 5,000	\$ 4,000	4,000	4,000
6271	Office Cleaning	\$ 3,950	\$ 3,204	\$ 5,400	\$ 3,721	\$ 5,000	\$ 3,412	\$ 4,660	4,800	5,000
6272	Trash Removal	\$ 449	\$ 483	\$ 500	\$ 436	\$ 550	\$ 287	\$ 300	330	330

		A	B	C	D	E	F	G	H	I
		Actual	Actual	Budget	Actual	Budget	Projected	Budget	Projected	Projected
		2009-2010	2010-2011	2011-2012	2011-2012	2012-2013	2012-2013	2013-2014	2014-2015	2015-2016
6273	Copier Maintenance	\$ 3,649	\$ 4,084	\$ 4,150	\$ 4,399	\$ 4,000	\$ 4,500	\$ 5,200	5,500	5,700
6275	Vehicle Maintenance	\$ 9,040	\$ 9,971	\$ 12,000	\$ 8,806	\$ 10,000	\$ 13,000	\$ 14,000	14,000	14,000
6276	Contractual Services	\$ 27,144	\$ 28,608	\$ 29,400	\$ 29,143	\$ 30,870	\$ 34,000	\$ 37,000	38,110	39,253
6300	Computer Hardware	\$ 1,028	\$ 1,041	\$ 1,000	\$ 471	\$ 1,250	\$ 300	\$ 500	500	500
6301	Comp. Software/Maint. Agr.	\$ 1,837	\$ 839	\$ 12,000	\$ 2,250	\$ 4,000	\$ 1,500	\$ 2,000	3,000	2,500
6302	Computer Tech. Support	\$ 8,312	\$ 9,601	\$ 14,000	\$ 12,156	\$ 15,000	\$ 15,000	\$ 17,000	17,500	18,000
6303	Computer Supplies	\$ 1,423	\$ 2,328	\$ 1,900	\$ 1,516	\$ 1,200	\$ 1,400	\$ 1,650	1,750	1,800
6304	Internet Services	\$ 2,495	\$ 3,050	\$ 4,200	\$ 2,597	\$ 4,200	\$ 3,850	\$ 5,000	6,000	6,000
6310	Copier Supplies/Paper	\$ 1,550	\$ 1,820	\$ 2,100	\$ 1,075	\$ 1,000	\$ 1,200	\$ 1,200	1,260	1,500
6320	Household Supplies	\$ 743	\$ 1,437	\$ 1,400	\$ 1,260	\$ 1,450	\$ 1,450	\$ 1,550	1,600	1,650
6330	Office Supplies	\$ 3,712	\$ 3,987	\$ 4,300	\$ 3,940	\$ 3,500	\$ 2,200	\$ 2,500	2,625	2,704
6350	Postage - Brochure	\$ 1,142	\$ 1,137	\$ 1,350	\$ 996	\$ 1,200	\$ 1,150	\$ 1,300	1,400	1,500
6351	Postage - Correspondence	\$ 7,131	\$ 6,943	\$ 7,000	\$ 5,458	\$ 6,500	\$ 6,100	\$ 6,500	6,700	6,800
6352	Postage - Meter Rental	\$ 856	\$ 1,107	\$ 2,508	\$ 2,628	\$ 2,650	\$ 2,628	\$ 2,650	2,800	2,800
6360	Telephone	\$ 11,360	\$ 9,623	\$ 11,800	\$ 7,277	\$ 9,800	\$ 8,000	\$ 9,800	10,094	10,397
6370	Electric Service	\$ 5,269	\$ 5,249	\$ 5,725	\$ 4,835	\$ 4,500	\$ 4,900	\$ 5,292	5,610	6,058
6371	Gas Service	\$ 1,077	\$ 1,365	\$ 1,500	\$ 977	\$ 1,500	\$ 1,000	\$ 1,080	1,166	1,260
6372	Water Service	\$ -	\$ -	\$ 200	\$ -	\$ 200	\$ -	\$ -	-	-
6373	Bank Charges	\$ 756	\$ 401	\$ 600	\$ 58	\$ 100	\$ 100	\$ 100	100	100
6374	Credit Card Services	\$ 1,064	\$ 2,301	\$ 6,000	\$ 3,202	\$ 5,500	\$ 4,000	\$ 5,500	6,000	6,200
6400	Ins. Employee Group	\$ 107,712	\$ 116,338	\$ 130,800	\$ 118,126	\$ 136,000	\$ 130,000	\$ 160,000	172,800	186,624
6410	Insurance - Liability	\$ 6,215	\$ 6,080	\$ 6,539	\$ 6,539	\$ 7,062	\$ 6,850	\$ 7,238	7,600	7,980
6420	Insurance - Property	\$ 9,096	\$ 10,277	\$ 11,414	\$ 11,415	\$ 12,327	\$ 12,731	\$ 13,403	14,073	14,777
6430	Ins. Workers' Comp.	\$ 2,677	\$ 2,753	\$ 3,187	\$ 3,187	\$ 3,442	\$ 3,341	\$ 3,429	3,600	3,780
6440	Insurance - Pollution	\$ 339	\$ 349	\$ 395	\$ 395	\$ 427	\$ 429	\$ 434	456	479
6450	Ins. Employment Practices	\$ 1,867	\$ 2,184	\$ 2,322	\$ 2,322	\$ 2,508	\$ 2,372	\$ 2,585	2,714	2,850
6460	Unemployment Contingency	\$ -	\$ -	\$ 20,000	\$ 5,170	\$ 14,000	\$ 4,000	\$ 14,000	14,000	14,000
6500	Transportation - Day Camp	\$ 6,469	\$ 6,843	\$ -	\$ -	\$ 5,500	\$ 4,100	\$ 5,750	6,095	6,461
6505	Trans Field Trips/Swim	\$ 5,056	\$ 5,861	\$ 6,300	\$ 4,924	\$ 6,050	\$ 3,980	\$ 5,150	5,459	5,787
6510	Transportation - Charter	\$ 1,381	\$ 326	\$ 1,000	\$ 254	\$ 600	\$ 400	\$ 600	600	600
6520	Fuel, Tolls & Parking	\$ 17,729	\$ 18,306	\$ 20,900	\$ 21,217	\$ 22,572	\$ 19,000	\$ 20,520	24,494	26,454
6520-01	Fuel, Tolls & Parking -EAGLES		\$ 5,510	\$ 7,500	\$ 5,905	\$ 8,000	\$ 7,500	\$ 8,100	9,098	9,826
6530	Staff Auto Reimbursement	\$ 9,990	\$ 8,545	\$ 10,731	\$ 9,221	\$ 9,959	\$ 8,600	\$ 9,288	10,031	10,833
6600	Program Supplies	\$ 75,174	\$ 57,261	\$ 71,276	\$ 67,069	\$ 68,410	\$ 68,410	\$ 71,831	76,822	80,663
6610	Day Camp Supplies	\$ 5,550	\$ 6,513	\$ 6,300	\$ 6,409	\$ 6,400	\$ 6,394	\$ 6,600	6,800	7,004

[illegible]

Approved by the SEASPAR Board April 16, 2013

[illegible]

ORDINANCE NO. 2013-26

**AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE
YEAR 2013 TO BE PAID TO LABORERS, MECHANICS AND OTHER
WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10th day of June 2013**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois
the 10th day of June 2013

ORDINANCE NO. 2013-26

**AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE
YEAR 2013 TO BE PAID TO LABORERS, MECHANICS AND OTHER
WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and

WHEREAS, the aforesaid Act requires that the Village of Brookfield (the Village) investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works, for said Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1. To the extent and as required by the Prevailing Wage Act, the general prevailing rate of wages in the locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2013, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's previous June determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act. Any new determination made by the

Department of Labor shall be substituted for the previous determinations.

Section 2. Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the aforesaid Act.

Section 3. The Village Clerk (the Clerk) shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 4. The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5. The Clerk shall promptly file, or cause to be filed certified copies of this Ordinance with both the Secretary of State in Springfield, Illinois, and the Illinois Department of Labor.

Section 6. Within thirty (30) days after filing a certified copy of this Ordinance with the Secretary of State and Illinois Department of Labor, the Clerk shall cause to be published in a newspaper of general circulation within the area a notice that the determination is effective and that this is the determination of this public body as provided in this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 10th day of June 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of June 2013.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 10th day of June 2013.

Catherine Colgrass-Edwards, Village Clerk
of Brookfield, Cook County, Illinois

VILLAGE OF BROOKFIELD)

COUNTY OF COOK)

STATE OF ILLINOIS)

CERTIFICATE

I, CATHERINE –COLGRASS EDWARDS, being the duly appointed and qualified Village Clerk of the Village of Brookfield, Cook County, Illinois, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 2013-26 entitled “**AN ORDINANCE ADOPTING PREVAILING WAGE RATES FOR THE YEAR 2013 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS IN THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS,**” passed and approved by the Board of Trustees of the Village of Brookfield in regular session on the 10th day of June 2013, and on file in my custody.

WITNESS MY HAND and the corporate seal of said Village of Brookfield this 10th day of June 2013.

Catherine Colgrass-Edwards
Village Clerk, Village of Brookfield

Cook County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD 1		46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 2		44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 3		42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 4		40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 5		49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 6		47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 7		49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 5		52.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 1		44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 2		43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 3		41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 4		40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 5		39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 6		47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 7		45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430

SHEETMETAL WORKER	BLD	40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER	BLD	30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical

systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,

All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not

listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



BOARD ITEM MEMO

ITEM: BASEMENT RECONSTRUCTION
COMMITTEE DATE: June 10, 2013
PREPARED BY: Riccardo F. Ginex, Village Manager. *[Signature]*
PURPOSE: A request to enter into an agreement with DT Group LLC-Construction for flooring and wall replacement due to seepage from the April flooding.
BUDGET AMOUNT: \$31,750

BACKGROUND:

The Village has been soliciting quotes to replace the flooring and the drywall in the basement areas. Finally, we received them and after reviewing the three submitted, staff is recommending we enter into an agreement with DT Group LLC-Construction for the cost of \$31,750

As companies have delayed in getting us proposals, I would ask that the Board review and approve a resolution for the agreement tonight so we can begin the work immediately. Our Recreation programs and SEASPAR have been moved and I would like to get them back up and running as soon as possible.

ATTACHMENTS:

1. Proposal

STAFF RECOMMENDATION:

Enter into an agreement with DT Group LLC-Construction for the work.

REQUESTED COURSE OF ACTION:

A resolution is passed approving the proposal at tonight's Board Meeting.

DT Group LLC-Construction

5401 Patton Dr Ste 115
Lisle, IL 60532

Phone # 1-630-541-6060 info@dtgroupdevelopment.com
Fax # 1-630-324-6950

Estimate

Date	Estimate #
6/4/2013	81

Name / Address
Village of Brookfield 8820 Brookfield Ave. Brookfield, IL 60513

			Project #
Description	Qty	Rate	Total
Wall rebuild: Install 2x4x9 ft. 22 gauge metal stud walls. Use R-21 Insulation. Use approximately 58 sheets of drywall that will be taped and sanded. We will then prime and paint walls to the existing color.		3,500.00	3,500.00
Flooring: Removal of all existing flooring. Take out all vinyl base mouldings. All debris will be removed from property at time of removal. Install all new VTC flooring. The allowance per sq. ft is up to \$.99. Where carpet is currently present, new carpeting will be installed. Customer to choose flooring color. Install 4 inch vinyl base mouldings. This includes all labor and materials.		28,250.00	28,250.00
Payment. 1/3 down to begin work. 2/3 at project completion.			
		Total	\$31,750.00

RESOLUTION NO. R-2013- 913

**RESOLUTION AWARDING A CONTRACT FOR THE
MUNICIPAL BUILDING BASEMENT REPAIRS FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 10TH DAY OF JUNE 2013

RESOLUTION NO. R-2013- 913

**RESOLUTION AWARDING A CONTRACT FOR THE
MUNICIPAL BUILDING BASEMENT REPAIRS FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the basement of the Village of Brookfield, Illinois (the "Village") Municipal Building sustained damage due to recent flooding;

WHEREAS, in the opinion of the majority of the corporate authorities of the Village of Brookfield, Illinois, it is advisable, necessary and in the public interest for the Village to repair the damage that occurred to basement of the Village Municipal Building (hereinafter the "Project");

WHEREAS, the corporate authorities of the Village have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, the Village has requested a proposal from DT Group, LLC - Construction to construct the Project;

WHEREAS, DT Group, LLC - Construction has submitted its proposal for the Project in an amount not to exceed Thirty-One Thousand Seven Hundred Fifty and 00/100 Dollars (\$31,750.00); and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases for the construction of the Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Not less than two-thirds of the corporate authorities of the Village hereby waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for the construction of the Project.

Section 3: DT Group, LLC - Construction is hereby awarded the Contract for the construction of the Project, subject to the furnishing of the proper bonds and insurance, by and between DT Group, LLC - Construction and the Village for a sum not to exceed Thirty-One Thousand Seven Hundred Fifty and 00/100 Dollars (\$31,750.00) for the construction of the Project, a copy of which is attached hereto and made a part hereof as Exhibit "B."

Section 4: The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to DT Group, LLC - Construction. The Notice of Award shall be accompanied by a sufficient number of Contracts with all other written contract documents attached for execution by DT Group, LLC - Construction.

Section 5: Provided that DT Group, LLC - Construction returns to the Village within ten (10) days of the receipt of the Notice of Award the Contract with all other written contract documents attached, properly executed by it, along with the proper

contract bonds and insurance, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents.

Section 6: This Resolution shall take effect upon its passage by two-thirds of all the trustees holding office and approval in pamphlet form in accordance with law.

ADOPTED this 10th day of June 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of June 2013.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 10th day of June 2013.

Catherine Colgrass-Edwards, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit "A"

NOTICE OF AWARD

VILLAGE OF BROOKFIELD, ILLINOIS

NOTICE OF AWARD

TO: DT Group, LLC - Construction
5401 Patten Drive, Suite 115
Lisle, Illinois 60532

PROJECT DESCRIPTION: Village of Brookfield, Illinois Municipal Building Basement Repairs.

THE VILLAGE OF BROOKFIELD has considered the proposal submitted by you for the above-described work in response to its request for proposals.

YOU ARE HEREBY NOTIFIED that your proposal has been accepted for items in the amount of Thirty-One Thousand Seven Hundred Fifty and 00/100 Dollars (\$31,750.00), subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within fifteen (15) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 10th day of June 2013.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: _____
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTEST:

Catherine Colgrass-Edwards, Clerk of the Village
of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by DT Group, LLC
- Construction this ____ day of June, 2013

DT Group, LLC – Construction

By: _____
Leticia Q. Frenkel, Member

Exhibit “B”

Contract

CONTRACT

This Contract made this ____ day of June 2013 between the Village of Brookfield, the "Village," and DT Group, LLC - Construction, the "Contractor," for the Village of Brookfield Municipal Building Basement Repairs.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the Village to be made Contractor, and according to the terms of the Contract Bond, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

Basement repairs of the Village of Brookfield Municipal Building, 8820 Brookfield Avenue, Brookfield, Illinois, and all other incidental work and furnishing of all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the General Conditions, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the prices set forth below:

Description	Total Price
Wall rebuild; Install 2x4x9 ft. 22-gauge metal stud walls. Use R.-21 insulation. Use approximately 58 sheets of drywall that will be taped and sanded. Contractor shall then prime and paint walls to the existing color.	\$3,500.00
Flooring: Removal of all existing flooring. Take out all vinyl base mouldings. All debris will be removed from property at time of removal. Install all new VTC flooring. The allowance per sq. ft. is up to \$.99. Where carpet is currently present, new carpeting will be installed. Village to choose flooring color. Install 4-inch vinyl base mouldings.	\$28,250.00
Total Bid	\$31,750.00

3. **Contract Time.** The Work will commence upon the execution of the Contract by the Village and the Contractor. The Contractor shall complete the Work within thirty (30) calendar days of the commencement of the work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the Village a written Application for Payment showing the value of Work (on a percentage basis) completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The

Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Village, the Village will within thirty (30) days submit to the Village board of trustees a final estimate of payment. Within thirty (30) days after approval by the Village board of trustees of the final estimate of payment, payment will be issued to the Contractor.

6. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason. The Village reserves the right, by written notice to the Contractor, to assign this Contract to the Village's construction manager.

7. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Riccardo F. Ginex, Village Manager

b. If to Contractor:

DT Group, LLC - Construction
5401 Patten Drive, Suite 115
Lisle, Illinois 60532
Attn: Leticia Q. Frenkel, Member

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Contractor's Certification
- (c) Contract
- (d) Contract Bond

- (e) General Conditions
- (f) Special Provisions

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

9. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

10. Termination for Funding. This Agreement shall become effective only after an appropriation therefor has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

Village: Village of Brookfield

Contractor: DT Group, LLC - Construction

By: _____
Kit P. Ketchmark, Village President

By: _____
Leticia Q. Frenkel, Member

Attest:

Attest:

By: _____
Catherine Colgrass-Edwards, Village Clerk

By: _____
I. Thomas Frenkel, Member

VILLAGE OF BROOKFIELD
COOK COUNTY, ILLINOIS
GENERAL CONDITIONS AND SPECIAL PROVISIONS
FOR
MUNICIPAL BUILDING BASEMENT REPAIRS

VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
(708) 485-7344

GENERAL CONDITIONS

The following General Conditions govern performance of the work. In case of conflict with any part, or parts, of said General Conditions, the Special Provisions hereinafter set forth shall take precedence and shall govern.

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

Wherever in these General Conditions or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 Abbreviations. Wherever the following abbreviations are used in these General Conditions or on the plans, they are to be construed the same as the respective expressions represented:

AWWA	American Water Works Association
ASTM	American Society for Testing and Materials
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Organization
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

101.02 Calendar Day. Every day shown on the calendar.

101.03 Cataclysmic Event. An occurrence caused exclusively by any of the irresistible forces of nature that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capability of a river, stream or other body of water, is not a cataclysmic event unless the flood water elevation exceeds the 100-year flood elevation as defined in the contract.

101.04 Contract. The written Agreement between the Village and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the proposal, contract form and contract bond, General Conditions, Special Provisions, general and detailed plans, and any Agreements required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.5 Contract Bond. The approved form of security furnished by the Contractor and its surety as a guaranty that the Contractor will execute the work according to the terms of the contract.

101.6 Contract Time. The number of calendar days allowed for completion of the contract, including authorized time extensions. When a calendar date of completion is shown in the proposal, the contract shall be completed on or before that date.

101.7 Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village for performance of prescribed work.

101.8 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.9 Extra Work. An item of work not provided for in the contract as awarded but found essential and germane to the satisfactory completion of the contract within its intended scope as determined by the Village Manager.

101.10 Materials. Any substances specified for use in the construction of the project and its appurtenances.

101.11 Special Provisions. Additions and revisions to the General Conditions covering conditions peculiar to an individual contract.

101.12 Specifications. The body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the work, the quantities, and the quality of materials to be furnished under the contract.

101.13 Subcontractor. An individual, firm, partnership, or corporation who, with the written consent of the Village Manager, assumes obligation for performing specified work.

101.14 Surety. The corporation, partnership, or individual, other than the Contractor, executing the Contract Bond.

101.15 Village. The Village of Brookfield.

101.16 Village Manager. The Village of Brookfield Village Manager.

101.17 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the contract. The Village Manager will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the contract.

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements. Prior to execution of the contract, the Contractor:

- (a) Shall carefully examine the provisions of the contract, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the construction;

- (b) Conclusively assures and warrants to the Village that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the work;
- (c) Agrees to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the contract requirements; and
- (d) Shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations or gain an understanding of the contract requirements.

102.02 Certifications. The executed contract shall be accompanied by a Contractor's Certification in the form provided by the Village. The Contractor shall certify the following:

- (a) **Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
- (b) **Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- (c) **Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;

- (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph 102(c)(1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under subparagraph 102(c)(1)(c)2 from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- (d) **Educational Loan.** The Contractor shall certify that, if it is an individual, it is; if it is a partnership, its general partners are; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- (e) **Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a bid on this contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.
- (f) **Prohibited Interest in Contract.** The Contractor shall certify that:
- (1) No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor, or
 - (2) If the Contractor's stock is traded on a nationally recognized securities market, no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

(g) **Gift Ban.**

(1) The Contractor shall certify that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article XIX of the Code of Ordinances, Village, Illinois; and

(2) The Contractor shall certify that the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Chapter 2, Article XIX of the Code of Ordinances, Village, Illinois.

(h) **Substance Abuse.** The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(i) **Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

102.03 Contract Bond. The Contractor shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Village of Brookfield.

SECTION 103. RESERVED

SECTION 104. SCOPE OF WORK

104.01 Intent of the Contract. The intent of the contract is to prescribe a complete outline of work that the Contractor undertakes to do in full compliance with the plans and specifications. The Contractor shall perform all work and such additional, extra, and incidental construction as may be necessary to complete the work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. The quantities appearing in the schedule of prices are estimates prepared for the establishment of pay item prices.

Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased or omitted as herein provided. Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Village Manager and receipt of written authorization as provided herein.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work. The Village reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work and the performance of extra work to complete the project satisfactorily. Such changes in quantities, alterations and extra work shall not invalidate the contract nor release the surety; and the Contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent (10%) of the total original contract amount, is increased in excess of 125 percent (125%) or decreased below 75 percent (75%) of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village Manager before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations that result in an increase or decrease in the quantities of work to be performed according to the following:

- (a) All increases in work of the type that appear in the contract as pay items accompanied by unit prices shall be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.
- (c) In cases where the Village cancels or alters any portion of the contract items, items which are partially completed shall be paid for as specified in Article 109.05.

Claims for extra work that have not been authorized in writing by the Village Manager will be rejected.

104.03 Differing Site Conditions. During the progress of the work, if latent physical conditions are encountered at the site of the work differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village Manager will investigate the conditions, and if he/she determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Village Manager will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No contract adjustment will be allowed for any effects caused on unchanged work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in contract time because of such change or changes will be made according to the provisions of Article 108.10.

104.04 Final Clean Up. Before leaving the site of any work, all areas disturbed or occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials and equipment; and all parts of the work shall be left in a neat and presentable condition. The Contractor shall clean off all smudges, streaks or drippings, paint smears or drippings, rust stains, oil, grease, dust, dirt, and other foreign materials deposited or accumulated on or in any structure due to the Contractor's operations.

SECTION 105. CONTROL OF WORK

105.01 Authority of Village Manager. All work of the contract shall be completed to the satisfaction of the Village Manager. The decision of the Village Manager shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and work; the manner of performance; acceptable rates of progress on the work; the interpretation of the contract and specifications; the fulfillment of the contract; the measurement of quantities and payment under the contract; and the determination of the existence of changed or differing site conditions.

The Village Manager will notify the Contractor in writing if the work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the contract or failure to carry out orders of the Village Manager. The work may also be suspended at the Contractor's risk for such periods, as the Village Manager may deem necessary, due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

The contract does not require the Village Manager to provide the Contractor with direction or advice on how to do the work. If the Village Manager approves or recommends any method or manner for doing the work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the contract, relieve the Contractor of the risks and obligations of the contract, or create liability for the Village.

In case of failure on the part of the Contractor to execute work ordered by the Village Manager, the Village Manager may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the Village Manager. Authority to increase the amount payable to the Contractor in

all other instances or to extend the Contract Time may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the Village Board of Trustees.

105.02 Conformity with Contract. All work performed and all materials furnished shall be in conformity with the contract. All work or material that does not conform to the requirements of the contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be removed and replaced or otherwise corrected in an acceptable manner by and at the expense of the Contractor.

The Village reserves the right to accept work produced by the Contractor if the Village Manager finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming work are in close conformity with the contract. In this event, the Village Manager shall document the basis of acceptance by contract modification that may provide for an appropriate adjustment in the contract price for such work or materials, as the Village Manager deems necessary, to conform to the determination. The determination of the Village will be based on the best engineering judgment of the Village Manager and shall be final and binding. Work done contrary to instructions given by the Village Manager or any extra work done without written approval given by the Village Manager will be considered unacceptable and will not be paid for under the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the contract of remedies for the use of unacceptable materials or for unacceptable work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the Village Manager made under the provisions of this Article, the Village Manager will have authority to cause the unacceptable work to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor.

105.03 Cooperation by Contractor. The Contractor shall give the work constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village Manager, appointed inspectors and other contractors in every way possible. The Contractor shall have on the work at all times, as the Contractor's agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Village Manager or authorized representatives.

105.04 Reserved.

105.06 Inspection of Work. All materials and each part or detail of the work shall be subject at all times to inspection by the Village Manager. Such inspection may include any material furnished under the General Conditions and Special Provisions. The Village Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Village Manager requests, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the General Conditions and Special Provisions. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.

105.07 Final Completion. Upon due notice from the Contractor of completion of the entire project, the Village Manager will make an investigation to determine if the work is complete. If all construction provided for and contemplated by the contract is found satisfactorily completed according to all of the requirements of the contract, the Village Manager will notify the Contractor in writing, that the work has been found to be complete.

If the inspection discloses any work, in whole or in part as being unsatisfactory, the Village Manager will give the Contractor the necessary instructions for correction of same; and the Contractor shall immediately comply with such instructions. Upon correction of the work, another investigation will be made. Provided the work has been satisfactorily completed, the Village Manager will notify the Contractor, in writing, that the work has been found to be complete.

SECTION 106. CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements. The materials used on the work shall be supplied from the source specified in the General Conditions and Special Provisions and meet all quality requirements of the contract. All materials to be permanently incorporated in the work shall be new unless otherwise specifically prescribed in the contract documents.

106.02 Unacceptable Materials. All materials not conforming to the requirements of the contract at the time they are used shall be considered as unacceptable, and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Village Manager. If in place, they shall be removed by the Contractor at its expense and replaced with acceptable materials. No rejected material, the defects of which have been corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any order of the Village Manager pursuant to the provisions of this Article, the Village Manager shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work; and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the Village and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

107.02 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.03 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.04 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.05 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.06 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.07 Worker's Compensation Insurance. Prior to the approval of its contract by the Village, the Contractor shall furnish to the Village certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the General Conditions and Special Provisions; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the Village, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the contract.

107.08 Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

(a) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(b) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Village Manager. The Contractor may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

3. This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

107.09 Employment Preference. The Contractor shall comply with the "Veterans Preference Act" as amended.

107.10 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

- (a) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) If it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) Permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such or provisions of this contract will be binding upon such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the Village and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the Village, and the Contract may be cancelled or

voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

107.11 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

107.12 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

107.13 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the Village for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

107.14 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No work shall be performed during any legal holiday period, except with the written permission of the Village Manager. The legal holidays will include:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

107.15 Protection and Restoration of Property. If private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the Village Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the work, for which the contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the General Conditions and Special Provisions complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Village and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

107.16 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Village for the payment thereof, may be retained by the Village for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

107.17 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Worker's Compensation and Employer's Liability.

(1) Worker's compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employer's Liability.

- a. Each Accident \$1,000,000
- b. Disease-policy limit \$1,000,000
- c. Disease-each employee \$1,000,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- (1) General Aggregate Limit \$2,000,000
- (2) Products-Completed Operations Aggregate Limit \$2,000,000
- (3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Village may accept a separate owner's protective liability policy in lieu of the Village, its officers, and employees' being insureds on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.
Bodily Injury & Property Damage
Liability Limit: \$1,000,000 - Each occurrence

Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

Termination or refusal to renew shall not be made without 30 days' prior written notice to the Village by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the contract.

107.18 Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- (b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- (c) Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

107.19 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.20 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

107.20.1 General Liability and Automobile Liability Coverages.

- (a) The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- (b) The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

107.20.2 Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

107.21 Verification of Coverage. The Contractor shall, prior to the Village's executing the contract, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Village with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

107.22 Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

107.23 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

107.24 Contractor Safety Responsibility. Nothing in this contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or

indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the work conducted by the Village, and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the contract. Additionally, the Contractor guarantees to the Village a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor agrees to require this workplace safety guarantee of all subcontractors according to Article 108.01, and expressly to require the Village to be a third party beneficiary of each guarantee.

107.25 Contractor's Responsibility for Work. Except as otherwise provided in this Article, all work of the contract, including work added to the contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the work as completed by the Contractor. The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace and make good all lost, destroyed or damaged work to the condition required by the contract and shall bear all the expense and costs to do so except when the Village Manager determines the loss, destruction or damage to the work to be caused by a cataclysmic event, an act of the public enemy or an act of a governmental authority. This exception shall not apply should the Village Manager determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the work. The Contractor and Village understand and agree that the definition of what constitutes a cataclysmic event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and Village agree that the Village Manager shall determine the occurrence of a cataclysmic event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the work. All determinations of the Village Manager shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the contract, for any or all expenses or costs in the absence of the affirmative determination by the Village Manager as to coverage by this exception and the amounts eligible for reimbursement; and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the Circuit Court of Cook County and hereby waives the same.

107.26 Personal Liability of Public Officials. In carrying out any of the provisions of this contract or in exercising any power or authority granted to the Village Manager thereby, there shall be no personal liability upon the Village Manager or authorized representative, it being understood in such matters they act as agents and representatives of the Village. By entering into this contract with the Village, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Village for any action or omission done or not done in the course of their administration of this contract. The Contractor agrees to pay all attorneys' fees and all costs incurred by the Village, its officers, and employees on account of action or suit in violation of this Article.

107.27 No Waiver of Legal Rights. The Village shall not be precluded or stopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor; or from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; or the work or materials do not in fact conform to the contract. The

Village shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. A waiver on the part of the Village of any right under the contract or of a breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the contract.

107.28 Work Time Restrictions. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Village Manager, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the Village Manager should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application's being made at the time the permit for the work is awarded or during the progress of the work.

107.29 Dust Control. The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities. The Contractor shall implement dust-control procedures if conditions or concerns for health and safety to the public using the facilities warrant. When circumstances warrant, the Contractor shall develop specific types of control techniques appropriate to that specific situation. The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.30 Substance Abuse Prevention. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

107.31 Public Works Employment Discrimination Act. The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The Contractor, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this article.

SECTION 108. PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. The Contractor will be permitted to sublet a portion thereof but shall perform with the Contractor's own organization work amounting to not less than 50 percent of the total contract cost, and with materials purchased or produced by the Contractor. The Village Manager may request the Contractor

provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the contract and bonds. All transactions of the Village Manager shall be with the Contractor. The Contractor shall have a representative on the job at all times when either contract or subcontract work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit Village representatives to examine the subcontract agreements upon notice. The Village Manager may order the Contractor to remove a subcontractor who does not perform satisfactory work. The Contractor shall comply at once and shall not employ the subcontractor for any further work under this contract. All subcontractors shall be licensed with the Village as a condition for approval to perform work on the contract.

108.02 Progress Schedule. After the award of the contract and prior to starting work, the Contractor shall submit to the Village Manager a satisfactory progress schedule or critical path schedule that shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work before the completion date specified in the contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the Village Manager at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. When the contract provides a specified number of working days and at any time the number of working days charged exceeds the proposed working days shown on the approved schedule by ten working days, the Village Manager will select the controlling item of work for the purpose of charging working days. When the contract specifies a completion date and at any time the actual progress is 14 calendar days behind the proposed progress shown on the approved schedule, the Village Manager will select the controlling item of work for the purpose of checking the progress of the work. The Village Manager will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

108.03 Prosecution of the Work. The Contractor shall begin the work to be performed under the contract not later than ten days after the execution of the contract by the Village, unless otherwise provided in the contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

108.04 Completion Date. The Contractor shall complete all work subject to the date on or before the specified completion date.

108.05 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the work to full completion in the manner and time required by the contract. All workers shall have sufficient skills and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Village Manager, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor or subcontractor

employing such person, and shall not be employed again in any portion of the work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Village Manager may suspend the work by written notice until such orders are complied with.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that can be demonstrated to the Village Manager as satisfactory to accomplish the contract work in conformity with the requirements of the contract. When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Village Manager. If the Contractor desires to use a method or type of equipment other than specified in the contract, it may request authority from the Village Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Village Manager determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take such other corrective action as the Village Manager may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

108.06 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Village Manager's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) a.m. and six o'clock (6:00) p.m., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) a.m. and after the hour of six o'clock (6:00) p.m.

108.07 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Village certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Village's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Village's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.08 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. (See Exhibit F). The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised

rate as provided by the Village shall apply to this contract; and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. (*See Exhibit G*). The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which avers that:

- (i) Such records are true and accurate;
- (ii) The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) The contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

108.09 Suspension of Work. The Village Manager shall have authority to suspend the work whole or in part, when conditions at the site of the work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the work, and when the Contractor does not comply with the contract or orders of the Village Manager. Orders to suspend or resume work shall be complied with immediately. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed. The Contractor shall not suspend work without written authority from the Village Manager.

The period of suspension shall not count against the time of performance established in the contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.08. Except as provided hereinbelow for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the work is suspended or delayed by the Village Manager in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Village Manager in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the Village Manager will evaluate the Contractor's request. If the Village Manager agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the contract has increased as a result of such suspension, the Village Manager will make an adjustment (excluding profit) and modify the contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The Village Manager will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of this contract.

108.10 Determination and Extension of Contract Time.

(a) Time is of the essence, and completion of the work by the completion date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. In the event of delay in the work beyond the reasonable control of the Contractor resulting from:

1. Conduct or lack of conduct by the Village or its consultants, representatives, officers, agents or employees; or delay by the Village in making the site available, or in furnishing any items required to be furnished to the Contractor by the Village;
2. War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials;
3. Fires;
4. Epidemics;
5. Strikes or other labor disruptions extending in duration more than five calendar days;
6. Material delivery;
7. Cataclysmic events,

and for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the Village in writing within seven (7) calendar days of the commencement of each such delay requesting an adjustment; and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same. Interim completion dates incorporated into a contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved. The Village Manager will consider how timely the Contractor prosecuted the work up to the point of the delay according to the progress schedule approved according to Article 108.02 when considering the request. No extension of time shall be granted unless the delay in completion of the work was caused specifically by a delay in a portion of the work that was on the critical path of the progress schedule, and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

(b) Extensions of time granted for reasons or events beyond the reasonable control of the Village shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the contract.

108.11 Failure to Complete the Work on Time. Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of One Hundred Dollars (\$100.00) per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.

The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

108.12 Default on Contract. If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the completion of said work within the specified time, or shall perform the work unsuitably, as determined by the Village Manager, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the Village Manager or otherwise fails to conform to the terms of the contract, the Village Manager shall give notice in writing to the Contractor and the Contractor's surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required the Village shall, upon written certificate from the Village Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the work according to the terms of the contract, or it may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable,

and may complete the work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said contract in an acceptable manner. When the Village calls upon the Surety to complete the work, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work under the contract and employ by contract or otherwise any person or persons satisfactory to the Village to finish the work without termination of the contract. Such employment shall not relieve the Surety of its obligations under the contract and the bond. Payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim. The Contractor shall bear any extra expenses incurred by the Village in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the Village by reason of such breach refusal, neglect, failure, or discontinuance of work by the Contractor. After all the work contemplated by the contract has been completed, the Village Manager will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Village to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the Village and shall pay the difference to the Village on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

108.13 Termination of the Contractor's Responsibility. Whenever the improvements called for by the contract have been completely performed on the part of the Contractor and all parts of the work have been approved by the Village Manager and accepted by the Village according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of work including, but not limited to, Articles 107.16, 107.17, 107.26 and 107.27.

108.14 Termination for Public Convenience. The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of work included in its contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified in Article 109.06 for partially completed items, and no claims for loss of anticipated profits shall be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor. Acceptable materials obtained by the Contractor for the work that have been inspected, tested and accepted by the Village Manager and that are not incorporated in the work may, at the option of the Village Manager, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Village Manager. Termination of a contract, as stated above, will not relieve the Contractor or its surety of the responsibility of replacing defective work as required by the contract.

SECTION 109. MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities. All work completed under the contract will be measured by the Village Manager.

109.02 Taxes. The Village is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.03 Scope of Payment. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications. The payment of any current estimate prior to final acceptance of the work by the Village shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Village Manager shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

109.03 Increased or Decreased Quantities. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal, except as otherwise provided in Article 104.02, or in the detailed specifications for each class of work. Should any pay items contained in the proposal be found unnecessary for the proper completion of the work, the Village Manager may, upon written order to the Contractor, eliminate such pay items from the contract; and such action shall in no way invalidate the contract. When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

109.04 Payment for Extra Work. Extra work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the Village Manager is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) **Lump Sum Price or Agreed Unit Prices.** When extra work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the Village Manager.

(b) **Force Account Basis.** When extra work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

- (1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such work to which cost fifteen percent (15%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.
- 2) Bond, Insurance, and Tax. For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance and tax.
- (3) Materials. For materials accepted by the Village Manager and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added.
- (4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village Manager, the Contractor shall be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" as issued by the Village. The equipment should be of a type and size reasonably required to complete the extra work.
- (5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (6) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Village Manager with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Village Manager.
- b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.

e. Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work Performed by an Approved Subcontractor. When extra work is performed by an approved Subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

(8) All statements of the cost of force account work shall be furnished to the Village Manager not later than sixty (60) days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Village is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.05 Payment for Items Omitted When Partially Completed. Should the Village cancel or alter any portion of the contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration or suspension of such work. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rate specified in Article 109.04, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration or suspension by the Village Manager shall be purchased from the Contractor by the Village at actual cost and shall thereupon become the property of the Village; or, at the option of the Village Manager, the unused acceptable material shall remain the property of the Contractor, and the Contractor shall be paid the actual cost including freight, unloading and hauling costs less the actual salvage value.

109.06 Partial Payments and Retainage. At least once each month, the Contractor shall submit to the Village Manager an approximate estimate, in writing, of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the Village Manager. After fifty percent (50%) or more of the work is completed, the Village Manager may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than \$500.00.

109.07.1 Partial Payment Documentation. The Contractor shall supply and each partial payment estimate shall be accompanied by the following, all in form and substance satisfactory to the Village:

(a) A duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(b) Duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the pay estimate from each and every Subcontractor and suppliers of material or labor to release the Village of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Village without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Village of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Village harmless from all claims of Subcontractors, laborers, workers, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work;

(c) Sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the Village will result in the pay estimate's not being processed until the following month.

109.08 Payment approval. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

109.09 Acceptance and Final Payment. Whenever the work provided for by the contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the Village Manager, a final estimate showing the value of the work will be prepared by the Contractor and submitted to the Village Manager, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final estimate and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Village shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the final approval of the work, provided there exists no lien filed against the public funds or against any private property on which work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the contract.

109.10 Contract Claims. If the Contractor claims that additional payment is due under the terms of the contract or for any other reason arising out of the performance of the contract and the Village has not agreed, during the ordinary course of contract administration, that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the Village is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived; and the Village is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Village access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Village, is found to have merit, the Village will make an equitable adjustment either in the amount of costs to be paid according to the Basis

of Payment specified herein or in the time required for the work or both. If the Village finds the claim to be without merit, no adjustment will be made. The Contractor may present a claim made by a Subcontractor founded upon the terms of the contract or the actions and orders of the Village Manager without being first required to make payment to the Subcontractor provided as follows: the Contractor makes written certification that the Subcontractor is entitled to additional compensation; that the Subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the Subcontractor do not bar payment to the Subcontractor. The written certification may authorize the Subcontractor to present the Subcontractor claim directly to the Village. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the Subcontractor in favor of the Contractor. The Contractor's interest in the Subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Village to ascertain the basis and amount of the claim. All claims shall be submitted to the Village Manager. As a minimum, the following information must accompany each claim submitted:

- (1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.
- (2) The name of any Village official or employee involved in or knowledgeable about the claim.
- (3) The specific provisions of the contract that support the claim and a statement of the reasons why such provisions support the claim.
- (4) If the claim relates to a decision of the Village Manager which the contract leaves to the Village Manager's discretion or as to which the contract provides that the Village Manager's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Village Manager.
- (5) The identification of any documents and the substance of any oral communications that support the claim.
- (6) Copies of any identified documents, other than state documents and documents previously furnished to the Village by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).
- (7) If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted, and the specific provisions of Section 108 under which it is sought.
- (8) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct materials, direct equipment, direct jobsite overhead, and direct offsite overhead.
- (9) A statement containing the following language:

Under penalty of law for perjury or falsification, the undersigned,

_____, of _____,
(name) (title) (company)

hereby certifies that the claim for compensation and time, if any, made herein for work on this contract is a true statement, fully documented and supported under the contract between the parties.

Dated _____ /S/ _____

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public

My Commission Expires _____

(b) Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the Village to have access to those records and any other records as may be required by the Village to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11.

(c) Audit. All claims filed against the Village shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the Village or by an auditor under contract with the Village. The audit may begin at any time during the life of the contract, or on twenty (20) calendar days' notice to the Contractor or its agents if an audit is to be commenced more than sixty (60) calendar days after the final payment date of the contract. The Contractor, subcontractors or agents shall provide adequate facilities acceptable to the Village, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including, but not limited to, the following documents:

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Material invoices and requisitions.
- (5) Material cost distribution worksheet.
- (6) Equipment records (list of company equipment, rates, etc.).
- (7) Vendor's, rental agencies Subcontractor's, and agent's invoices.
- (8) Subcontractor's and agent's payment certificates.
- (9) Cancelled checks (payroll and vendors).
- (10) Job cost report.
- (11) Job payroll ledger.
- (12) General ledger.
- (13) Cash disbursements journal.
- (14) Financial statements for all years reflecting the operations on the contract involved.
- (15) Depreciation records on all company equipment.

(16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.

(17) All documents including pricing books and bid documents that relate to each and every claim together with all documents that support the amount of damages as to each claim.

(18) Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials equipment, subcontractors all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

(d) Time of Submission. All claims submitted according to this Article shall be filed not later than six (6) months after the Contractor provides final quantities to the Village according to Article 109.09. The six months shall run from the date indicated on the final quantities transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

(e) Procedure. The Village provides two administrative levels for claims review.

Level I Village Manager

Level II Village board of trustees

All claims shall first be submitted at Level I. The Village Manager shall consider all information submitted with the claim and shall render a decision on the claim within ninety (90) days after receipt. Claims not conforming to this Article will be returned without consideration. The Village Manager may schedule a claim presentation meeting if, in the Village Manager's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. If a decision is not rendered within ninety (90) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Village Board of Trustees within forty-five (45) days after the date of the Level I decision, and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Village Board of Trustees determines that such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within ninety (90) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek judicial relief. Any claim by the Contractor shall be submitted to the exclusive jurisdiction and venue of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The Village Board of Trustees' written decision shall be the final administrative action of the Village. Unless the Contractor files a claim for adjudication by the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, within sixty (60) days after the date of the Village Board of Trustees' written decision, the failure to file shall constitute a release and waiver of the claim.

(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for

interest charges, loss of anticipated profit, undocumented loss of efficiency, pro rata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the contract, and the claim cost recovery of the Contractor shall be so limited.

109.11 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the contract and subcontract. . The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the Village. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

SPECIAL PROVISIONS

The following special provisions supplement the General Conditions and shall govern the Municipal Building basement repairs in the Village of Brookfield, Illinois. In case of conflict with any part or parts of said General Conditions, the Special Provisions shall take precedence and shall govern.

SECTION 0100 SUMMARY OF WORK

PART 1 – GENERAL

1.01 SCOPE OF THE WORK

A. The work consists of supplying and installing 2x4x9 ft. 22-gauge metal stud walls and R.-21 insulation, approximately 58 sheets of drywall that will be taped and sanded. Contractor shall then prime and paint walls to the existing color. The removal and replacement of all existing flooring, vinyl base mouldings. Install all new VTC flooring. The allowance per sq. ft. is up to \$.99. Where carpet is currently present, new carpeting will be installed. Village shall choose flooring color. Install 4-inch vinyl base mouldings at the Village of Brookfield, Illinois, Municipal Building basement, 8820 Brookfield Avenue, Brookfield, Illinois. The work includes removal and proper disposal of all debris from the property at the time of removal

1.02 QUALITY ASSURANCE

A. All work shall comply with the Village's building codes.

B. Work shall be done in a manner consistent with generally accepted construction practices. When completed, the drywall, flooring and appurtenant areas of the building affected during the course of the work shall have good aesthetic quality as judged by the Village Manager.

1.03 JOB CONDITIONS

A. Contractor shall take care to minimize any disturbance within the building while performing the work, and upon completion of the work shall ensure that the job site is clean and orderly.

1.04. MATERIAL DISPOSAL

A. Contractor shall be responsible for disposal of all trash or other construction debris relating to or arising from the work. Contractor shall haul all such trash off-site at his own expense. Contractor shall ensure that the worksite be left in a clean, orderly state after the work is complete. Off-site disposal of all demolished materials and other construction debris resulting from activity related to the work shall be the responsibility of Contractor.

1.05 GUARANTEE

A. Contractor shall guarantee work against defects in materials and workmanship for a one (1) year period after final acceptance of work.

SECTION 0200

WALL REPLACEMENT

PART 1 - GENERAL

1.01 SCOPE OF THE WORK

- A. Remove existing windows to the rough opening including sash and frames, prepare openings, furnish and install new windows. Rear room addition not included.

1.02 QUALITY ASSURANCE

- A. Installer shall be experienced carpenter who has completed comparable work.
- B. Contractor is responsible for all measurements.

1.03 JOB CONDITIONS AND SCHEDULING

- A. The building, its contents, and occupants shall be protected from dust, and falling material or debris throughout the duration of this work. If any damage or injury is caused by this work, it shall be the responsibility of the contractor to make proper repairs or restitution.
- B. Sequence of the work shall be coordinated with the Village Manager.
- C. The work shall be planned and executed so that the work is thoroughly protected before close of work for that day. The Contractor shall be prepared to protect immediately incomplete work from damage that may occur unexpectedly. The work shall be scheduled to progress from one area to another in a systematic manner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The metal studs, drywall and fasteners shall be new.

2.02 EQUIPMENT

- A. Staging, as required, will be provided and removed by the Contractor.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Remove existing studs and drywall as required to install new metal studs and drywall.

3.02 INSTALLATION

- A. Securely install new metal studs and drywall in accordance with the installation instructions as recommended by the manufacturer and Village building codes.
- B. Tape and sand all installed drywall.
- C. Prime and paint walls to the existing color.

SECTION 0300
FLOORING REPLACEMENT

PART 1 - GENERAL

1.01 SCOPE OF THE WORK

- A. Remove existing flooring, carpeting and vinyl base moulding.
- B. Furnish and install new VTC flooring, carpeting and vinyl base moulding.

1.02 QUALITY ASSURANCE

- A. Installer shall be an experienced flooring installer who has completed comparable work.
- B. Contractor is responsible for all measurements.

1.03 JOB CONDITIONS

- A. The building, its contents, and occupants shall be protected from dust, and falling material or debris throughout the duration of this work. If any damage or injury is caused by this work, it shall be the responsibility of the contractor to make proper repairs or restitution.
- B. Sequence of the work shall be coordinated with the Village Manager.
- C. The work shall be planned and executed so that the work is thoroughly protected before close of work for that day. The Contractor shall be prepared to immediately protect incomplete work from damage which may occur unexpectedly. The work shall be scheduled to progress from one area to another in a systematic manner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Village to select flooring and carpet. Allowance of \$.99 per sq. ft.
- B. 4-inch vinyl base mouldings.

2.02 EQUIPMENT

- A. Staging, as required, will be provided and removed by the Contractor.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Remove existing flooring and carpet.
- B. Remove existing vinyl base moulding.

3.02 INSTALLATION

- A. Securely install new flooring and carpet in accordance with the installation instructions as recommended by the flooring and carpet manufacturers.
- B. Install new vinyl base moulding.
- C. The building, its contents and occupants shall be protected from dust, and falling material or debris throughout the duration of this work. If any damage or injury is caused by the work, it shall be the responsibility of the Contractor to make proper repairs and/or restitution.

3.03 CLEANING

- A. Immediately clean adjacent surfaces where soiled.

EXHIBIT "A"

CG 20 10 03 97

**ADDITIONAL INSURED B OWNERS, LESSEES OR
CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT "B"

CG 20 26 11 85

ADDITIONAL INSURED B DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT "C"

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED B OWNERS, LESSEES OR
CONTRACTORS B COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II B Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

CG 20 37 07 04

8 ISO Properties, Inc., 2004

EXHIBIT "D" (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER <div style="text-align: right;">Fully Completed</div>				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED <div style="text-align: right;">COVERAGES Fully Completed</div>				INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company		NAIC # Completed Completed Completed Completed	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD-L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OWNERS & CONT PROT (IF REQUIRED) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
		G ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY G OCCUR G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
	OTHER Professio	Policy Number		Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
				SIGNATURE OF AUTHORIZED AGENT			

EXHIBIT "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

EXHIBIT "F"

Cook County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	====	=	=====	=====	=====	=====	=====	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER		BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450

STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of

all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air

Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

EXHIBIT "G"

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

***PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL
RECORDS IS A CRIMINAL OFFENSE.***

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Brookfield on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Brookfield on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Brookfield, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee=s payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor=s web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

AFFIDAVIT**Monthly Statement of Compliance**

Date: _____

I, _____ (name
signatory party), _____ (title),do hereby state: that I pay or supervise the payment
of the persons employed on the public works project

_____ (name

of project); that during the payroll period commencing

on the _____ day of _____, _____ (year), and

ending on the _____ day of _____, _____ (year),

all persons employed on said project have been

paid the full wages earned, that no rebates

have been or will be made either directly or indirectly

to or on behalf of said _____

(name of contractor or subcontractor) from the full

wages earned by any person, and that no

deductions have been made either directly or

indirectly from the full wages earned by any

persons, other than permissible deductions as

defined by Federal and/or State law. I further certify

that this payroll is correct and complete; that the wage

rates contained therein are not less than the actual

rates herein stated and that the classification set forth

for each laborers or mechanic conform to the work

Signature: _____

SUBCONTRACTORS**Attach explanation of monies paid, copy of contract
or billing, or other pertinent information.**

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

Village, State, Zip: _____

Telephone Number: _____

Certified Transcript of Payroll

**** Please Note: The submission of falsified payroll records is a criminal offense. ****

**** Please Note: The submission of falsified payroll records is a criminal offense. ****

Contractor and/or Subcontractor	Contract Information	
Contact Person: _____ Company Name: _____ Address: _____ Village, State, Zip: _____ Telephone: _____	Contract Number: _____ Project Number: _____ Project: _____ Project Location: _____	Pay Period Starting Date _____ Pay Period Ending Date _____ Submitted to Village _____

[illegible]

CONTRACT BOND

WE, DT Group, LLC – Construction, an Illinois limited liability company, as Principal, and _____ as Surety are held and firmly bound unto the Village of Brookfield in the penal sum of Thirty-One Thousand Seven Hundred Fifty Dollars (\$31,750.00), lawful money of the United States, well and truly to be paid unto Village of Brookfield, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly to pay to the Village of Brookfield this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the Village of Brookfield acting through its awarding authority for the performance of work on the captioned contract and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

The Principal and Surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the Village of Brookfield will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the Village of Brookfield and the Principal has been made.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Brookfield and its board of trustees harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

The Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. The Principal and Surety shall be liable for any attorney's fees or court costs incurred by the Village of Brookfield relative to claims made against this bond.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2013 A.D.

PRINCIPAL

DT Group, LLC – Construction

By: _____
Leticia Q. Frenkel, Member

SURETY

Name of Surety

By: _____
Signature of Attorney-in-Fact

STATE OF ILLINOIS)
)ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that
Leticia Q. Frenkel and _____

(Name of individual signing on behalf of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2013.

Notary Public

My commission expires _____, 201__.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with the Contractor. The Village of Brookfield may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Leticia Q. Frenkel, hereby certify that I am the Managing Member of DT Group, LLC – Construction (the “Contractor”) and as such, hereby represent and warrant to the Village of Brookfield, a municipal corporation, that the Contractor and its members holding more than five percent (5%) of the outstanding membership interest of the company and its officers are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's

workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

a. the dangers of drug abuse in the workplace;

b. the Contractor's policy of maintaining a drug-free workplace;

c. any available drug counseling, rehabilitation, and employee assistance program; and

d. the penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) the Contractor, at the time the Contractor submitted a proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

(G) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

(H) no officer or employee and no spouse or immediate family member living with any officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and

(I) the Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 02-124 of Article XI of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois.

(J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on

Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes, the Contractor shall notify the Village of Brookfield in writing within seven (7) days.

Dated: June____, 2013

Contractor: DT Group, LLC – Construction

By: _____
Leticia Q. Frenkel, Member

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Leticia Q. Frenkel, known to me to be the Managing Member of DT Group, LLC – Construction, appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed.

Dated: June____, 2013

Notary Public



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
C.P. Hall, II
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Riccardo F. Ginex

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, June 10, 2013**

**7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

AGENDA

- A. **Discussion** – St. Nikola Serbian Orthodox Church – Class 8 Liquor License Request
- B. **Discussion** – United Moravian Societies Annual Picnic – Class 8 and S1 Liquor License Request
- C. **Discussion** – July 4th – LaCabanita Liquor License, Class 8 and S1 Liquor Request
- D. **Discussion** – Phil's Sports Bar – Class S Liquor License Request
- E. **Discussion** – GCG Insurance Renewal – Rates and Plan
- F. **Discussion** – Flood Mitigation Program
- G. **Discussion** – OSLAD Agreements
- H. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- I. **Adjournment**

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



COMMITTEE ITEM MEMO

ITEM: Class 8 Liquor License Application

COMMITTEE DATE: June 10, 2013

PREPARED BY: Theresa M. Coady

PURPOSE: Seeking Board Approval for Class 8 Liquor License for the:
St. Nikola Serbian Orthodox Church, 4301 S. Prairie

BUDGET AMOUNT: N/A

BACKGROUND:

St. Nikola Serbian Orthodox Church is holding a festival on August 10th and 11th on the church grounds from Noon to 8 p.m. each day. They plan to serve food and beverages during those hours. They will erect a temporary tent for this event for which they have been working with the building department to get the appropriate permits. Their custom is to serve alcoholic beverages at these events and they are appearing before the Board tonight to ask permission. This event has been held yearly at the church, is well attended and has had no complaints.

ATTACHMENTS:

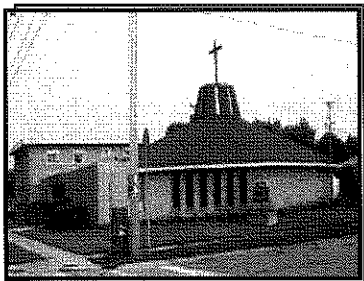
Letter of request.

STAFF RECOMMENDATION:

Staff recommends the Village Board grant this request.

REQUESTED COURSE OF ACTION:

The Village Attorney create an additional Class 8 Liquor License for Board approval at the June 24, 2013 Village Board meeting.



St. Nikola Serbian Orthodox Church
4301 South Prairie Ave.
Brookfield, Illinois 60513
(708) 387-7810

Parish Priest: V. Rev. Dennis Pavichevich

President: Zoran Milutinovic

Vice President: Zarko Petrovic

Secretary: Sonja Josipovic

Vice President: Budisa Tajsic

Treasurer: Viseslav Milincic



May 16, 2013

Honorable Kit P. Ketchmark
Village President
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

Dear President Ketchmark,

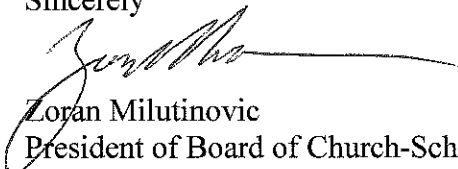
We are currently planning on holding a festival on our grounds on August 10, 2013 and August 11, 2013. The festival will consist of a mass in the sanctuary on each of such days from approximately 10:00 a.m. to 11:30 a.m. with food served from approximately 12:00 p.m. to 8:00 p.m. on each day. We are planning to invite not only our parishoners but also members from other churches in our Diocese and our nearby neighbors for a total of approximately 400 people.

Due to the amount of people expected for these events, we plan to have a temporary tent installed on the church property. The food will be catered by members of the church. Our events customarily include the serving of alcoholic beverages together with the food that is served.

We would like to ask for the Village's permission to serve alcoholic beverages for this event commencing on August 10 through August 11.

Thank you in advance for your consideration. If you need any other information, please do not hesitate to contact me at (630) 202-1757.

Sincerely



Zoran Milutinovic
President of Board of Church-School Congregation



COMMITTEE ITEM MEMO

ITEM: Class 8 & S1 Liquor License Application

COMMITTEE DATE: June 10, 2013

PREPARED BY: Theresa M. Coady

PURPOSE: Seeking Board Approval for Class 8 & S1 Liquor License for the:
United Moravian Societies
Kiwanis Park
Sunday August 11, 2013 from 11:00 am to 6:00 pm

BUDGET AMOUNT: N/A

BACKGROUND:

The United Moravian Societies will host their annual picnic at Kiwanis Park on Sunday, August 11, 2013 from 11:00 am to 6:00 pm. They would like to sell beer and wine as well as food and other ethnic items. There have been no incidents in the past at these picnics. This is an annual event and is well attended.

ATTACHMENTS:

Letter of request.

STAFF RECOMMENDATION:

Staff recommends the Village Board consider Class 8 & S1 Liquor License.

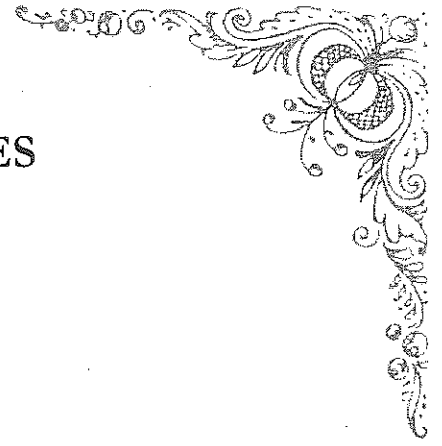
REQUESTED COURSE OF ACTION:

The Village Attorney create an additional Class 8 & S1 Liquor License for Board approval at the June 24, 2013.



UNITED MORAVIAN SOCIETIES

166 N. Brandon Drive
Glendale Heights, IL 60139



June 2, 2013

Village Manager of Brookfield

Dear Sir,

The United Moravian Societies Annual Picnic is to be held at Kiwanis Park on Sunday August 11, 2013. We have held this event at Kiwanis Park now for several years and enjoy the park, location and cooperation of services from Public Works and the Park District. We are requesting that a Local Liquor License be granted for sale of beer and wine only.

Date & Hours of Operation as follows

- Date: Sunday August 11, 2013
- Location: Kiwanis Park Brookfield, Illinois
- Sales: Food Concession (11am-6pm)
Beer & Wine (11am-6pm)
- Music & UMS Dance Group (11am-6pm)

(All Concessions are tented)

This is a family oriented event in which family, friends and the public come to enjoy a day of Czech-Slovak music, folk dance, food and drink.

Certificates of Liability Insurances will be forwarded as soon as it is received.

Thank you for your time and consideration on this subject.

Yours Truly,

William Prince
UMS Picnic Chairman





COMMITTEE ITEM MEMO

ITEM: 4TH OF JULY CLASS 8 & S1 LIQUOR LICENSE REQUEST – LA
CABANITA
COMMITTEE DATE: June 10, 2013
PREPARED BY: Riccardo F. Ginex, Village Manager *R. F. Ginex*
PURPOSE: A request for a liquor license for the 4th of July Celebration in Kiwanis Park
BUDGET AMOUNT: N/A

BACKGROUND:

Ralph Villasenor has submitted a request to the Special Events Committee to provide food and liquor for the 4th of July celebration. They are recommending approval of his request and charging him a \$250.00 fee. He will be selling cooked food, beer and margaritas. He has provided all the proper insurance paperwork, also. The Board would have to approve a Class 8 liquor license and a Class S1 for the event, as it will be held on Village property.

ATTACHMENTS:

1. La Cabanita Request Letter

STAFF RECOMMENDATION:

A Class 8 and Class S1 liquor license is granted.

REQUESTED COURSE OF ACTION:

An ordinance is passed granting the Class 8 and Class S1 Liquor License at the June 24th Board Meeting.

La Cabanita
9438 Ogden Ave
Brookfield, IL 60513
May 16, 2013

Attention: Arlene
Village of Brookfield
Brookfield, IL 60513

Dear Village of Brookfield:

As a long-time admirer of the outstanding work that the village has done for the community, I particularly enjoyed having the opportunity to host your function. As you indicated during our meeting, our neighborhood group has grown to a point where it needs to enhance its Fourth of July function so that it can continue to serve effectively.

This correspondence outlines the complete scope of work La Cabanita wish to provide for The Village of Brookfield's Fourth of July, 2013 event at Kawanis Park.

SCOPE OF SERVICES

1. Services
 - a. Serving beer to guests over the age of 21.
 - b. Checking ID's of all whom purchase alcohol for proper age.
 - c. Supply La Cabanita food and condiments to accommodate all guests

BENEFITS

When the event is complete, our neighborhood will have successfully enjoyed the food and spirits as well as the fourth of July, 2013 in Brookfield, IL.

FOOD / BEVERAGE

Burgers / hot dogs

Tacos

Burritos

Nacho and Cheese

Beer

Margaritas

[Recipient Name]
May 16, 2013
Page 2

CLOSING

We appreciate the opportunity to service your Fourth of July needs. If you want to accept this proposal, please call Ralph Villasenor at 708-384-9100.

Sincerely,

Ralph Villasenor
Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Salvador Insurance Agency, Inc. 3360 North Milwaukee Avenue Chicago IL 60641	CONTACT NAME: Henry Soliz PHONE (A/C, No, Ext): (773) 777-1922 FAX (A/C, No): (773) 777-2088 E-MAIL ADDRESS: henry@salinsure.com
INSURED Ralphy"s Inc., DBA: La Cabanita 9438 Ogden Ave Brookfield IL 60513	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Group NAIC # 26271 INSURER B: North Pointe 27740 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1351505193 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			Q411250833	5/12/2013	5/12/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS		SCHEDULED AUTOS NON-OWNED AUTOS				
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			NFL1002379	05/02/2013	05/02/2014	Liquor Liability 1,000,000
B	Liquor Liability			NFL1002352	12/07/2012	12/07/2013	Liquor Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Village of Brookfield, 8820 Brookfield Ave., Brookfield, IL 60513

Additional Insured: Village of Brookfield, its officials, employees, agents, and volunteers.

No additional insured endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG2010 or CG 2026). Coverage to additional insured is primary.

*Village of Brookfield named as cancellation notice recipient.

CERTIFICATE HOLDER

Village of Brookfield
8820 Brookfield Ave.
Brookfield, IL 60513

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anne Sivore/HENRY



POLICY NUMBER: Q411250833

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations.
The Village of Brookfield, its officials, employees, agents and volunteers.	Village of Brookfield 8820 S Brookfield Ave. Brookfield, IL 60513

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



COMMITTEE ITEM MEMO

ITEM: Class S Liquor License Request

COMMITTEE DATE: June 10, 2013

PREPARED BY: Theresa M. Coady
Seeking Board Approval for a Class S Liquor License, Phil's Sports Bar

PURPOSE: 8901 Burlington Ave.

BUDGET AMOUNT: N/A

BACKGROUND:

Phil Stanton of Phil's Sports Bar at 8901 Burlington has requested a Class S Liquor License for an outdoor café. He obtained a Special Use Permit and an Ordinance was passed November 27, 2007 allowing him to erect a café on his property. He is coming forward tonight seeking a Class S Liquor License to allow serving of liquor in the outdoor café.

ATTACHMENTS:

Ordinance 2007-98

STAFF RECOMMENDATION:

Staff recommends the Village Board grant this request.

REQUESTED COURSE OF ACTION:

The Village Attorney create a Class S Liquor License for Board approval at the June 24, 2013 Village Board meeting.

ORDINANCE 2007-98

**AN ORDINANCE TO APPROVE AND AUTHORIZE A SPECIAL USE PERMIT
ALLOWING AN OUTDOOR CAFÉ 8901 BURLINGTON AVENUE FOR THE
BUSINESS KNOWN AS PHIL'S SPORTS BAR AND GRILL
IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 26TH DAY OF NOVEMBER, 2007.**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois
the 27th day of November, 2007.

ORDINANCE 2007-98

**AN ORDINANCE TO APPROVE AND AUTHORIZE A SPECIAL USE PERMIT
ALLOWING AN OUTDOOR CAFÉ 8901 BURLINGTON AVENUE FOR THE
BUSINESS KNOWN AS PHIL'S SPORTS BAR AND GRILL
IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, pursuant to the provisions of the Zoning Ordinance of the Village of Brookfield, Illinois, the Petitioner, Phil Stanton, has requested a Special Use to allow an outdoor café at 8901 Burlington Avenue, Brookfield, Illinois;

WHEREAS, the property is presently zoned C-3 (Centralized Commercial District) under the Village of Brookfield Zoning Ordinance;

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1 et seq.) and applicable provisions of the Village of Brookfield Zoning Ordinance, a public hearing was conducted on September 27, 2007 and continued to October 25, 2007 before the Plan Commission at which time all persons who desired to be heard were heard and an opportunity was given to all persons who desired to make objections;

WHEREAS, in accordance with the aforesaid laws and ordinances, the Plan Commission of the Village of Brookfield after making determinations recommended granting the special use permit for the outdoor café;

WHEREAS, said Plan Commission has determined that:

1. There is limited availability of locations for the proposed use at other sites which may permit the requested special use "as of right" and which may be more appropriate;
2. The proposed special use at the particular location is necessary and desirable to provide a service or facility that is in the interest of the public convenience or will provide for the general welfare of the zoning district or Village as a whole;
3. There are special conditions that should be undertaken to lessen or preclude any undesirable effects of granting the special use, including the following:

- a) Adjustments shall be made as necessary in order to accommodate the existing number of parking spaces and the required drive aisle width;
- b) The fence must completely enclose the proposed outdoor seating area;
- c) The proposed walkway must be five (5) feet wide;
- d) The walkway must be located north of the proposed outdoor seating area in order to provide a continuous unobstructed walkway;
- e) All building and fire codes must be adhered to.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois:

Section 1: That the corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and make the determinations as hereinabove set forth.

Section 2: That the corporate authorities hereby grant a special use permit allowing an outdoor café at 8901 Brookfield Avenue, Brookfield, Illinois, and legally described as follows:

LOTS 1 THROUGH 5 INCLUSIVE IN BLOCK 31 IN GROSSDALE, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NUMBER 1119370, IN COOK COUNTY, ILLINOIS.

PINS: 15-34-431-045-0000

Section 3: That the special use permit for an outdoor café, as depicted on Exhibit A, is granted subject to the following conditions, limitations, and controls which are undertaken to lessen or preclude any undesirable effects of granting the special use permit:

- a) Adjustments shall be made as necessary in order to accommodate the existing number of parking spaces and the required drive aisle width;
- b) The fence must completely enclose the proposed outdoor seating area;
- c) The proposed walkway must be five (5) feet wide;
- d) The walkway must be located north of the proposed outdoor seating area in order to

provide a continuous unobstructed walkway;

e) All building and fire codes must be adhered to.

Section 4: That the Village Clerk is hereby authorized to note the grant of special use upon the official zoning map of the Village.

Section 5: That this ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

ADOPTED this 26th day of November, 2007, pursuant to a roll call vote as follows:


AYES: Trustees Ketchmark, LeClere, Hall and Prause

NAYS: Trustee Edwards

ABSENT: None

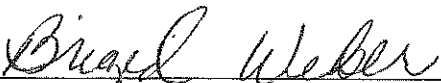
ABSTENTION: Trustee Towner

APPROVED this 26th day of November, 2007.



Michael J. Garvey, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 27th day of November, 2007.



Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

**SITE PLAN
OUTDOOR SEATING**

BURLINGTON

BOULEVARD

PRAIRIE AVENUE

16.00 FT. PUBLIC ALLEY

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

BLOCK 31

5' STEVENSON

111.01

120' x 5.5' Existing

129.45

129.50

125.00

144.35

ONE (1) UNIT PARK & LOUNGE BLDG

CONCRETE SLAB & WHITE



This section of concrete to be removed and replaced with 2 step entrance. Currently 14" elevation difference between city sidewalk and private sidewalk. This entire new detail will be on private property.

7" rise —
7" rise — City Sidewalk

Fencing will be 42" tall installed on only 3 sides of the patio so as not to obstruct existing sidewalk. Fencing will be secured to a 4" thick concrete pad that is 12" x 8" in diameter.

PHIL'S SPORTS BAR & GRILL
8901 BURLINGTON AVE. BROOKFIELD



COMMITTEE ITEM MEMO

ITEM: GCG Financial, Inc. Benefits Administrator Agreement

COMMITTEE DATE: June 10, 2013

PREPARED BY: Michelle Robbins, PHR
Director of Human Resources

PURPOSE: To consider adoption of a resolution to enter into a one-year agreement with GCG Financial, Inc. to act as our benefits administrator

BUDGET AMOUNT: N/A

BACKGROUND:

GCG Financials, Inc. has been our benefits administrator since July 2008, coordinating our medical (including retirees), prescription drugs, vision, dental, and life insurance policies, as well as our Flexible Spending Account and our Wellness Program. GCG Financial has provided, and continues to provide, the Village and their employees with excellent customer service.

ATTACHMENTS:

1. GCG Financial, Inc. Consulting Agreement
2. GCG Financial, Inc. Amendment to the Consulting Agreement
3. Consultant's Certification
4. Benefit Insurance Summary Schedules

STAFF RECOMMENDATION:

Adopt a resolution authorizing the execution of the agreement by and between the Village of Brookfield and GCG Financial, Inc.

REQUESTED COURSE OF ACTION:

The Board adopts a resolution authorizing the execution of the agreement by and between the Village of Brookfield and GCG Financial, Inc. at the June 24 Board Meeting.

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between Village of Brookfield, hereinafter referred to as "Client" and GCG Financial, Inc., hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical (including retirees)
- Prescription Drugs
- Vision
- Dental
- Life Insurance

A. Strategic Benefit Planning. Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

B. Benefit Design. Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

C. Administration. Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third party administrator if appropriate.

D. Funding. Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.

E. Communication. Consultant will assist in drafting and implementing employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

F. Compliance Tools & Legislative Information. Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

G. Meetings with Client and Vendors. Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.

- Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
- Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
- Consultant shall meet with Client, at a minimum, annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant's fees for the next twelve month period.
- **Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.

H. Stewardship Report. Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific goals and objectives for Consultant's team relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

I. Data Analysis. Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid during the previous [twelve month period];

2. Disclosure and Record Keeping

A. Full Disclosure. Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

B. Record Keeping. Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

A. Term. This initial term of this Agreement shall be one year, commencing on July 1, 2013 and ending June 30, 2014 ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

4. Cost of Services

Per Carrier Schedule – See Exhibit I

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Catherine Loney, Vice President of Public Sector
 Brad Shaps, Senior Benefits Consultant
 Amy Abell, Account Executive

Additional Key Resources: Jennifer Stuckey, Account Manager
 Jeff Kolker, Vice President Employee Benefits

6. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

7. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

- 8. Independent Contractor.** It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-

fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Village of Brookfield, Illinois

Date: _____

By: _____

Kit P. Ketchmark,
Village President

ATTEST:

By: _____

Catherine Colgrass-Edwards,
Village Clerk

GCG Financial, Inc.

Date: _____

By: _____

Alan Levitz,
President

ATTEST:

By: _____

David Levitz, Secretary

Exhibit 1



BlueCross BlueShield of Illinois
Experience. Wellness. Everywhere.

Illinois Sales Group Producer Commission Agreement Schedule

Effective— October 1, 2010

The following commission table applies to all groups under the Standard Producer Commission Agreement effective October 1, 2010 and replaces the Standard Producer Commission Schedule in effect prior to the effective date of this schedule.

Small Group Commission Schedule Health Products

Regulated Small Group:

Lives	Commission - Single	Commission - Family
2 - 3	\$12.00	\$24.00
4 - 15	\$30.00	\$60.00
16 - 25	\$25.00	\$50.00
26 - 50	\$20.00	\$40.00

Non-Regulated Small Group:

Lives	Commission
2 - 3	2.00%
4 - 150	8.00% Graded

The above commission applies to both the first year and renewal and will be paid monthly on a cumulative basis.

1. This Commission Schedule applies to groups placed with HCSC on or after October 1, 2010 and for existing groups this Commission Schedule applies upon renewal.
2. Large Group Non-Premium and HMGI only cases with regulated and underwriting approved commission rates or formulas must be submitted on an Individual Case Commission Agreement.
3. Regulated Small Group means those groups that have 50 or less total employees regardless of the total # enrolling.
4. Non-Regulated Small Group means those groups that have 51 or more employees regardless of the total # enrolling.
5. Note: The group size category assignments are determined at the time of the new sale or annual policy renewal and will remain in effect until the next annual policy renewal.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company
an Independent Licensee of the Blue Cross and Blue Shield Association

AMENDMENT TO THE CONSULTING AGREEMENT

WITH

GCG FINANCIAL, INC.

This Amendment to the Consulting Agreement made this ____ day of June, 2013, between the Village of Brookfield, Illinois (the "Village"), an Illinois municipal corporation, and GCG Financial, Inc., an Illinois corporation ("GCG"), for strategic benefit planning, design, funding, administration and communication with respect to the village's employee benefit programs amends and modifies the terms and conditions of the Consulting Agreement and the terms and conditions of this Amendment are hereby incorporated into the Consulting Agreement. To the extent that the terms and conditions of this Amendment are inconsistent with the terms and conditions of the Consulting Agreement, the terms and conditions of this Amendment shall supersede the inconsistent terms and conditions of the Consulting Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged GCG hereby agrees as hereinafter set forth:

1. Certifications.

1.1 GCG shall submit to the Village a certification that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of the GCG, its officers and directors are:

1.1.1 not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

1.1.2 not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

1.1.3 not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

1.2 In addition, GCG shall represent and warrant to the Village that as a condition of any Agreement with the Village that:

1.2.1 GCG maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

1.2.2 GCG provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

- 1.2.3 GCG is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- 1.2.4 no Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official or a beneficiary is a holder of more than five percent (5%) of GCG in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;
- 1.2.5 no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the bidder in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and
- 1.2.6 GCG has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

Village:

GCG:

Village of Brookfield, Illinois

GCG Financial, Inc.

By: _____
Kit P. Ketchmark,
Village President

By: _____
Alan Levitz, President

ATTEST:

ATTEST:

By: _____
Catherine Colgrass-Edwards,
Village Clerk

By: _____
David Levitz, Secretary

CONSULTANT'S CERTIFICATION

I, Alan Levitz, hereby certify, represent and warrant to the Village of Brookfield, Illinois (the "Village"), as a condition of any Agreement with the Village that GCG, its shareholders holding more than five percent (5%) of the outstanding shares of GCG, its officers and directors are:

1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, GCG hereby represents and warrants to the Village as a condition of any Agreement with the Village that GCG:

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in GCG's workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - a. abide by the terms of the statement;
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- B. Establishing a drug-free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. GCG's policy of maintaining a drug-free workplace;
 - 3. any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. the penalties that may be imposed upon employees for drug violations.
 - C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - D. Notifying the Village within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
 - E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
2. During the performance of this Agreement, GCG agrees as follows:
- A. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit; and it will hire for each job

classification for which employees are hired in such a way that minorities and women are not underutilized.

- C. In all solicitations or advertisements for employees placed by him or on his behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - D. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of GCG's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with GCG in its efforts to comply with such Act and Rules and Regulations, GCG will promptly so notify the Illinois Department of Human Rights; and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - E. It will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - F. It will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - G. It will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their Services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
3. GCG has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).

4. No Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, his or her spouse or dependent children of a Village official is a beneficiary of GCG.
5. No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from GCG in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.
6. GCG has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

Dated: June __, 2013

GCG:

By: _____
Alan Levitz, President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Alan Levitz appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: June __, 2013

Notary Public

Village of Brookfield

Marketing Analysis

July 1, 2013

<u>Medical Carriers Approached</u>	<u>Result</u>	<u>Annual Premiums</u>	<u>Increase/Decrease</u>
Blue Cross Blue Shield	Incumbent - Option 1	\$1,371,938	-10.10%
United HealthCare	Premium Quote Provided	\$1,595,848	4.50%
Aetna	Declined to Quote	N/A	N/A
Cigna	Declined to Quote	N/A	N/A
Humana	Declined to Quote	N/A	N/A
<u>Dental Carriers Approached</u>	<u>Result</u>	<u>Annual Premiums</u>	
Delta Dental	Incumbent - Renewal	\$103,557	6.30%
<u>Life /ADD Carriers Approached</u>	<u>Result</u>	<u>Annual Premiums</u>	
National Insurance Services	Incumbent - Renewal	\$8,184	14.80%
<u>Vision Carriers Approached</u>	<u>Result</u>	<u>Annual Premiums</u>	
Delta Dental	Incumbent - Renewal	\$2,908	0.00%

Village of Brookfield

July 1, 2013 Medical Insurance Summary

Blue Cross/Blue Shield

		Current
Blue Advantage HMO		<u>Blue Advantage HMO</u>
Employee	21	\$553.91
Employee & Spouse	0	N/A
Employee & Child	0	N/A
Family	51	\$1,649.54
Medicare Employee	8	\$497.12
Medicare Family	5	<u>\$1,003.10</u>
	85	\$104,751
HMO Illinois / PPO		<u>HMO Illinois</u>
Employee	2	\$594.89
Employee & Spouse	0	N/A
Employee & Child	0	N/A
Family	12	\$1,771.61
Medicare Employee	0	\$533.83
Medicare Family	0	<u>\$1,076.52</u>
	14	\$22,449
Monthly Total		\$127,200
Annual Totals	99	\$1,526,403
Percentage Based off of Current		
Total Annual \$ Increase from Current		

Blue Advantage HMO	<u>In-Network</u>
Dr. Office Visit	100%
Individual Deductible	None
Inpatient Hospital	100%
Co-insurance	100%
OOP Max. (including Ded)	N/A
ER Copay	\$50
Rx Copays	\$10 / \$20 / \$35
HMO Illinois / PPO	<u>In-Network</u>
Dr. Office Visit (In-Network)	100%
Individual Deductible	None
Family Deductible	None
Inpatient Hospital	100%
Co-insurance	100%
Individual OOP Max. (including Ded)	N/A
Family OOP Max. (including Ded)	N/A
ER Copay	\$50
Rx Copays (In-Network)	\$10 / \$20 / \$35

Alternative Option

		Option 1	With 2.5% ACA Tax
		<u>HMO NHHB106</u>	<u>HMO NHHB106</u>
EE	21	\$527.00	\$540.18
ES	10	\$1,141.92	\$1,170.47
EC	4	\$1,009.13	\$1,034.36
FF	37	\$1,624.06	\$1,664.66
ME	8	\$364.05	\$373.15
MF	5	<u>\$728.12</u>	<u>\$746.32</u>
	85	\$93,166	\$95,495
		<u>PPO NPP73326</u>	<u>PPO NPP73326</u>
EE	2	\$646.45	\$662.61
ES	3	\$1,400.79	\$1,435.81
EC	3	\$1,237.88	\$1,268.83
FF	6	\$1,992.22	\$2,042.03
ME	0	\$446.58	\$457.74
MF	0	<u>\$893.17</u>	<u>\$915.50</u>
	14	\$21,162	\$21,691
		\$114,328	\$117,186
		\$1,371,938	\$1,406,238
		-10.1%	-7.9%
		(\$154,464)	(\$120,165)

<u>In-Network</u>	<u>In-Network</u>
\$20 PCP/\$40 Spec/\$0 Wellness	\$20 PCP/\$40 Spec/\$0 Wellness
None	None
100%	100%
100%	100%
\$1,500	\$1,500
\$150	\$150
\$10 / \$40 / \$60	\$10 / \$40 / \$60
<u>In-Network</u>	<u>Out-of-Network</u>
\$20 PCP/\$40 Spec/\$0 Wellness	\$20 PCP/\$40 Spec/\$0 Wellness
\$500	\$1,000
\$1,500	\$3,000
80% After Ded	60% After Ded
80%	60%
\$1,500	\$3,000
\$4,500	\$9,000
\$150	\$150
\$10 / \$40 / \$60	\$10 / \$40 / \$60

TAXES EFFECTIVE 1/1/14: Insurer Tax - 3.50%; Transitional Reinsurance Tax - 1.50%; Patient Centered - Included

Note: This is a summary only and not a legal document. Please refer to certificate for benefit, limitation and exclusion information.

Village of Brookfield

July 1, 2013 Dental Insurance Summary

Delta Dental			Delta Dental		
Current			Renewal		
<u>DHMO Plan 285</u>			<u>DHMO Plan 285</u>		
Employee	0	\$16.63		\$16.63	
Employee & Spouse	0	\$30.75		\$30.75	
Employee & Child	1	\$34.73		\$34.73	
Family	3	\$48.86		\$48.86	
	4	\$181.31		\$181.31	
PPO			PPO		
Employee	31	\$33.59		\$35.76	
Employee & Spouse	23	\$67.19		\$71.52	
Employee & Child	9	\$74.98		\$79.82	
Family	41	\$114.03		\$121.38	
	104	\$7,936.71		\$8,448.48	
Dental Monthly Totals		\$8,118		\$8,630	
Administrative Fee		\$0		\$0	
Monthly Total		\$8,118		\$8,630	
Annual Totals	108	\$97,416		\$103,557	
Percentage Based off of Current				6.3%	
Total Annual \$ Increase from Current				\$6,141	
DHMO			In-Network		
Office Visit Copay		\$0		\$0	
Preventive		Fee Schedule		Fee Schedule	
Basic		Fee Schedule		Fee Schedule	
Major		Fee Schedule		Fee Schedule	
Annual Maximum		Unlimited		Unlimited	
Orthodontia		Fee Schedule		Fee Schedule	
Orthodontia Lifetime Maximum		Fee Schedule		Fee Schedule	
PPO			In-Network	Out-of-Network	
Individual Annual Deductible		\$50	\$50	\$50	
Family Annual Deductible		\$150	\$150	\$150	
Preventive		100%	100%	100%	
Basic		80%	80%	80%	
Major		50%	50%	50%	
Endodontics			Basic	Basic	
Periodontics			Basic	Basic	
Annual Maximum		\$1,000	\$1,000	\$1,000	
Orthodontia		50%	50%	50%	
Orthodontia Lifetime Maximum		\$1,000	\$1,000	\$1,000	
Reasonable & Customary		MPA	MPA	MPA	
Rate Guarantee		1 Year	1 Year	1 Year	

Note: This is a summary only and not a legal document. Please refer to certificate for benefit, limitation and exclusion information.

Village of Brookfield

July 1, 2013 Vision Insurance Summary

Delta Dental

Vision		Current <u>Delta Vision</u>
Employee	7	\$5.57
Employee & Spouse	9	\$10.88
Employee & Child	0	\$12.17
Family	<u>6</u>	<u>\$17.57</u>
	22	\$242.33
Monthly Total		\$242
Annual Totals	22	\$2,908
Percentage Based off of Current		
Total Annual \$ Increase from Current		

Delta Dental

Renewal <u>Delta Vision</u>
\$5.57
\$10.88
\$12.17
<u>\$17.57</u>
\$242.33
\$242
\$2,908
0.0%
\$0

Vision	<u>In-Network</u>	<u>Out-of-Network</u>
Service Frequency		
Eye Exam	12 Months	
Lenses	12 Months	
Contacts	12 Months	
Frames	24 Months	
Copayments		
Eye Exam	\$10 Copay	\$35 Allowance
Single Vision Lenses	\$25 Copay	\$25 Allowance
Bifocal Lenses	\$25 Copay	\$25 Allowance
Trifocal Lenses	\$25 Copay	\$25 Allowance
	\$100 Allowance;	
Frames	20% Off Addtl Balance	\$50 Allowance
Contacts		
Medical Necessary	Paid in Full \$80 Allowance;	\$200 Allowance
Elective	15% Off Addtl Balance	\$64 Allowance
Additional Benefits		
Laser Vision Correction	15% Off Retail	N/A

<u>In-Network</u>	<u>Out-of-Network</u>
	12 Months
	12 Months
	12 Months
	24 Months
\$10 Copay	\$35 Allowance
\$25 Copay	\$25 Allowance
\$25 Copay	\$25 Allowance
\$25 Copay	\$25 Allowance
\$100 Allowance;	
20% Off Addtl Balance	\$50 Allowance
Paid in Full \$80 Allowance;	\$200 Allowance
15% Off Addtl Balance	\$64 Allowance
15% Off Retail	N/A

Note: This is a summary only and not a legal document. Please refer to certificate for benefit, limitation and exclusion information.

Village of Brookfield

July 1, 2013 Life / AD&D Insurance Summary

Life / AD&D	National Insurance Services	
	Current	Renewal
Total Volume	\$4,400,000	\$4,400,000
Rate/\$1000 of Benefit	\$0.135	\$0.155
Monthly Total	\$594.00	\$682.00
Annual Total	\$7,128.00	\$8,184.00

Note: This is a summary only and not a legal document. Please refer to certificate for benefit, limitation and exclusion information.



COMMITTEE ITEM MEMO

ITEM: FLOOD MITIGATION PROGRAM
COMMITTEE DATE: June 10, 2013
PREPARED BY: Riccardo F. Ginex *RF Ginex*
PURPOSE: To provide financial assistance to homeowners who desire to protect their home from flooding during a heavy rain event
BUDGET AMOUNT: \$100,000 annually for the program from the Water and Sewer Fund, plus other expenses if projects are approved

BACKGROUND:

As you know the Village is served by combination sewers which carry both sanitary sewer and storm water in the same pipes. During moderate to heavy rains the capacity of the combination sewer system is not adequate to carry peak flows, which creates surcharged sewers. When surcharged, the combined sewage can potentially back up through the house laterals into basements where backflow prevention is not in place.

The relief sewer systems are limited to the amount of storm water that can flow into Salt Creek by gravity (without pumping) and limited by the amount of storm water that can be discharged into the Metropolitan Water Reclamation District's deep tunnel system. The concept of installing an overhead sewer or backflow protection on private property by the individual property owners has been explored as a cost effective way to address basement flooding problems.

At this same time, staff proposes to adopt an ordinance which will prohibit the discharging of roof downspouts and footing drain sump pumps into the combination sewer system. This program can be implemented as a low-cost effort to reduce additional storm water flow into the combination sewer system, thereby further reducing the risk of basement flooding. The downspout disconnection will include an opportunity for exemption under certain hardship conditions if building flooding will not be a problem.

Staff is proposing to undertake a new program to help owners of single family homes defray a portion of the costs of providing protection from backup of sewage into lower levels of their buildings. This approach will offer more immediate results to eliminate basement flooding while the larger more costly relief projects are considered. In many cases the improvements required by this pilot program are necessary regardless of future improvements.

To repair or modify building sewer systems, there are three (3) basic options available to the property owner as follows:

1. Modification of the internal waste piping to direct the flow out of the building in a new OVERHEAD SEWER and the elimination of all gravity drainage below the basement floor,
2. Installation of a BACKFLOW PREVENTION VALVE and BYPASS PUMP on the building lateral in an underground vault installed outside of the building between the building and Village sewer main, and

3. Installation of a BACKFLOW PREVENTION VALVE only, on the building lateral outside of the building between the building and Village sewer main.

Eligible homeowners may qualify for a 50% cost sharing, up to a maximum of \$5,000.00 for installing an overhead sewer system which can protect their basements from sewer back-up, 50% cost sharing, up to a maximum of \$4,000.00 for installing a backflow prevention valve with a bypass pump and 50% cost sharing, up to a maximum of \$3,000.00 for installing a backflow prevention valve only.

Additionally, staff and our Village Engineer have been taking some proactive steps in seeking grant funding for some other significant projects which could significantly help with flood mitigation.

First, on Friday, May 3, 2013 we submitted a funding request to install a pump station at Washington and Prairie to the Illinois Association for Floodplain and Stormwater Management. Governor Pat Quinn's office was seeking a list of potential flood control projects, flood mitigation projects including property acquisition, and stormwater management projects that would reduce flood peaks. The Governor's Office was reaching out through IAFSM to compile a list of needed flood control, mitigation, and/or stormwater management projects throughout Illinois.

Second, the Metropolitan Water Reclamation District (MWRD) is collecting data to develop the framework for Phase II of their Stormwater Management Program. They anticipate announcing program requirements (e.g. amount of available funding, cost sharing, etc.) this September. While there is no commitment for submitted projects at this time any list of projects will give them an idea of what is out there.

Their Phase I of Stormwater Management Program identified streambank erosion and overbank flooding problems (e.g. the floodwalls and proposed reservoir in Kiwanis Park). Their Phase II of Stormwater Management Program will investigate more local types of flooding problems/solutions such as;

1. Green infrastructure,
2. Conveyance improvements such as relief sewers, upsizing undersized trunk sewers, pumping stations,
3. Localized detention, and
4. Funds to purchase flood prone property

With that in mind, on May 23rd a funding project request was submitted to the MWRD for the same pump station at Washington and Prairie along with funding to purchase approximately 20 homes on Forest between Washington and Grant that incur repetitive flood damage.

The pumping station would help pump stormwater into Salt Creek when the water level has risen above the storm sewer outlet while the ability to purchase and remove homes in that area could lead to construction of flood relief improvements, such as detention on those properties.

Finally, I have asked the Village Engineer to conduct a data collection study and feasibility study regarding the pumping station project including all stormwater outflows.

FUTURE CONSIDERATIONS:

If the funding for the proposed pump station does not become available, the Village should give serious consideration to constructing it over our 2014 and 2015 budget years. This will allow funding to be spread over two budget years and will have a lesser impact on our Water and Sewer fund.

While the option of purchasing homes within that area is a viable one, the cost to the Village will probably be prohibitive to undertake alone. We would need significant financial assistance to move forward with this option.

Finally, we may want to undertake a review of the integrity of the berm. It spans the east side of Forest Avenue and extends from Washington Avenue to the south for approximately 350'. The elevation of the top of the berm varies but is approximately at the 100-year base flood elevation. The elevation of the berm drops down to approximately the top of curb elevation as it approaches the driveway at 3537 Forest Avenue. Any work to this berm would require a review and approval from Illinois Department of Natural Resources.

ATTACHMENTS:

1. Draft Flood Mitigation Plan
2. Funding Request to the Illinois Association for Floodplain and Stormwater Management
3. Funding Request to the MWRD
4. Hancock Engineering Stormwater Management Memo

STAFF RECOMMENDATION:

Staff recommends the Village Board approves and institutes the Flood Mitigation Program while giving serious consideration to fund a pump station if grant funding does not materialize through our requests.

REQUESTED COURSE OF ACTION:

A resolution is passed at the June 24th Board meeting adopting the program.

Village of Brookfield



PROGRAM TO PREVENT BASEMENT FLOODING

OVERHEAD SEWER AND BACKFLOW PREVENTION

June 10, 2013

Flood Mitigation Program

Program Packet Information:

1. Program Description and Guidelines
2. Application
3. Participant Agreement
4. Acknowledgment
5. Reimbursement Form
6. Frequently Asked Questions
7. Informational Exhibits:

Disconnecting Your Downspouts

Exhibit A - Typical Gravity Plumbing System (Dry Weather Conditions)

Exhibit B – Typical Gravity Plumbing System (Surcharge Conditions)

Exhibit C – Overhead Sewer (Surcharge Conditions)

Exhibit D – Backflow Prevention Valve (with Bypass Pump)

Exhibit E – Backflow Prevention Valve (without Bypass Pump)

PROGRAM GOALS

This program is a concerted effort of the Administration and Village Board to find a way to best serve Village residents. The intent of the program is to offset a portion of the expense that a property owner will incur to repair or revise their own drain lines and plumbing to prevent sewage backflow into buildings when the combination sewer system is surcharged. The Flood Mitigation Program is established to provide financial assistance to homeowners who desire to protect their home from flooding during a heavy rain event.

To repair or modify building sewer systems, there are three (3) basic options available to the property owner as follows:

1. Modification of the internal waste piping to direct the flow out of the building in a new OVERHEAD SEWER and the elimination of all gravity drainage below the basement floor,
2. Installation of a BACKFLOW PREVENTION VALVE and BYPASS PUMP on the building lateral in an underground vault installed outside of the building between the building and Village sewer main, and
3. Installation of a BACKFLOW PREVENTION VALVE only, on the building lateral outside of the building between the building and Village sewer main.

Eligible homeowners may qualify for a 50% cost sharing, up to a maximum of \$5,000.00 for installing an overhead sewer system which can protect their basements from sewer back-up or 50% cost sharing, up to a maximum of \$4,000.00 for installing a backflow prevention valve with a bypass pump and 50% cost sharing, up to a maximum of \$3,000.00 for installing a backflow prevention valve only.

Additionally, property owners are required to disconnect roof drainage/downspouts and footing drain sump pumps from their sewer system as an integral component of this program except in specific hardship cases where an exemption may be granted by the Village

PROPERTY OWNER PROTECTION

Modification of the plumbing in a building (in many cases) can prevent the backflow of sewage into below ground areas of buildings during times of an overloaded combined sewer system. Installation of pump(s), where required, to lift the building's lower level sewage above the street level will provide this positive protection.

GUIDELINE SPECIFICATIONS

All work performed under this Flood Mitigation Program must be in accordance with the Guideline Specifications beginning on page 7.

PROCEDURES

The Village will undertake this Flood Mitigation Program immediately to assist with flood prevention. Results of this Flood Mitigation Program will be integrated into the refinement of an overall program if the Village Board decides to extend the program.

The Village reserves the right to modify the administration of the Flood Mitigation Program, as well as policies, procedures and rules adopted under this Flood Mitigation Program as a result of the information and experience compiled throughout the program.

The basic steps in the procedure for the overall program are as follows:

1. The property owner establishes initial intent to participate in the Flood Mitigation Program, either in writing or by phoning the Village Manager's Office at 708-485-7344, option 1.

2. The plumbing inspector will undertake the building inspections to establish the existing conditions and to record the property owner's intent to proceed with one of the improvement options.
3. The property owner shall give final notice of intent to participate in the program by signing and returning a completed application packet. The application consists of:
 - a) Completed Application Form.
 - b) A detailed proposal from either one of the Village preferred plumbers or proposals from at least three (3) plumbing contractors which includes technical information on materials, pumps, valves, electrical panels, etc. that will be used on the improvement. (The Village reserves the right to select the lowest quote given to the homeowner for reimbursement.)
 - c) Complete permits for construction. **(Permit fees will be waived for this program.)**
4. The Village reviews application packet and formally replies to property owner of approval or denial. The Village's response will identify the portions of the proposed improvement which are eligible and which are not eligible as well as the maximum amount of eligible cost sharing reimbursement.
5. The property owner shall then authorize the contractor to do the work by executing the contract approved by the Village.
6. The contractor shall follow all project requirements and schedule Village Inspection visits as required during construction. The Village shall inspect the improvement, maintain records of inspections and approve the final installation.

7. The property owner shall submit the Request for Reimbursement form and proof of payment with necessary certifications from the contractor that work was completed in accordance with Village Codes to the Village Inspector for review and approval.
8. The Village Inspector shall review the Request for Reimbursement form, certify the eligible improvement costs and requested reimbursement amount and forward the approved Request for Reimbursement to the Village Manager for final approval and subsequent payment to the property owner by the Village Finance Department.

ELIGIBLE REIMBURSEMENTS

The success of the cost sharing program depends on following a clear set of guidelines which set forth the Village's policy on which costs are and which costs are not eligible for cost sharing by the Village. The following guidelines are set for eligible and non-eligible costs:

Eligible Costs

- Program costs associated with single family homes.
- Cost of location, excavation and exposure of the building lateral, including the support of existing structures, for connection of a new Overhead Sewer to the existing lateral or for the installation of a clean-out for the purpose of lining the sewer lateral to the Village's sewer main.
- Cost of a new sump pump pit, new sump pump, and associated plumbing and electrical work needed to pump sewage from below grade plumbing fixtures to an Overhead Sewer.

- Cost of trenching and concrete floor replacement.
- Cost of installing a backflow prevention valve with a bypass (new sump and sump pump in an underground vault) and associated plumbing and electrical work.
- Cost of installing a backflow prevention valve and associated plumbing work.
- New electrical panels and/or upgrading the house electrical supply to power a new sump pump(s).
- Cost of grass seeding or sod to restore disrupted landscape.

Non-Eligible Costs

- Removal and replacement of interior basement walls and finishes.
- Use of materials not meeting the requirements of Village's guideline specifications.
- Property owner enhancements not necessary to provide sewage backup protection in below grade levels of buildings.
- Cost of a battery back-up sump pump system.
- Planting of new landscaping (bushes and trees) other than grass.
- Cost of disconnecting downspouts.
- Expenses incurred prior to Village approval of application packet.

**GUIDELINE SPECIFICATIONS
VILLAGE OF BROOKFIELD
FLOOD MITIGATION PROGRAM**

GENERAL

All work performed under this program shall meet all applicable requirements of the Building Codes of the Village of Brookfield.

The Contractor shall provide the property owner with at least a three year warrantee on all workmanship and one year warrantee on materials.

The Contractor shall provide the property owner and Village with as-built drawings depicting final installation conditions. Drawings may be sketches that are not to scale but which show actual dimensions of the installation relative to the building. Drawings shall also be accompanied with applicable specifications and manufacturer catalog information on all material including, valves and pump units.

Nothing in these guideline specifications shall prevent the property owner and contractor from including further specifications or more strict specifications for the work or from including additional work items in their contract.

SUMPS AND SUMP PUMPS

The sump basin shall be minimum 18" x 30".

The ejector pump shall be a minimum 2" submersible pump which is capable of pumping from 25 to 90 gallons per minute at 10 feet total dynamic head. The pump shall have a minimum horsepower of ½. Manufacturers pump specifications and catalog sheets must be provided.

WIRING/ELECTRIC

All work shall conform to the minimum requirements of the current adopted Electrical Code of the Village.

All pumps shall be provided separate dedicated circuits and pumps shall operate on normal 110 volt household electric service. The electrical lead-in to the pump shall be long enough to enable easy removal of the pump from the basis for maintenance purposes.

ALARM/TEST PANEL

An alarm panel is required to be integral part of the ejector pump operating system. This panel is to be located inside the building as near to the electrical panel as possible. The panel shall have a fuse, on/off switch and test button for the ejector pump from inside the home. The light display on the panel should indicate power availability, high water level, and actual motor run. Panel configuration must be submitted and approved prior to permit issuance. Additional alarm indications may be included with this panel, but are non-reimbursable items.

BACKFLOW PREVENTION VALVE

Backflow prevention valves for the sanitary sewer house lateral shall be the same diameter as the house lateral. Access for maintenance and repair of the backflow prevention valve shall be provided by installing the unit in a minimum 48" precast vault in the front yard of the residence.

LINE LOCATING

The Contractor shall locate all sewer lines to establish existing drainage conditions prior to starting work. Location shall be accomplished using an appropriate sonic radio or electric field emitting device intended for sewer line locating purposes.

RESTORATION

All interior and exterior surfaces disturbed due to excavation shall be restored in-kind by the Contractor. Interior restoration, however, shall be limited to replacement of the Portland cement concrete floor slabs and not finished surfaces such as tile or carpeting.

Exterior surfaces including landscape areas, asphalt drives and Portland cement concrete sidewalks, drives, patios, etc., shall be restored in kind by the Contractor. The Contractor shall not be responsible for restoration of decorative walks, pavers, etc. In addition, the Contractor shall not be responsible for replacement of trees and shrubs but shall make every attempt to minimize disturbance to them.



VILLAGE OF BROOKFIELD
FLOOD MITIGATION PROGRAM
APPLICATION FORM

GENERAL INFORMATION

Name: _____

Address: _____

Phone: (Home) _____ (Work) _____

Date you moved into this home: (Month) _____ (Year) _____

Are the roof drains/downspouts disconnected from the Village's sewer system? ☐ Yes ☐ No

Does your home have an outside catch basin? ☐ Yes ☐ No

Does your home have a foundation/footing drain? ☐ Yes ☐ No

Please check all basement plumbing fixtures found in your home:

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Floor drain | <input type="checkbox"/> Shower/tub |
| <input type="checkbox"/> Slop sink/wash basin | <input type="checkbox"/> Sump Pump |
| <input type="checkbox"/> Lavatory/toilet | <input type="checkbox"/> Ejector Pump |
| <input type="checkbox"/> Other (please describe) _____ | |

How many basement flooding events have you experienced since 2008? _____.

Since you have occupied your home? _____.

SELECTION OF IMPROVEMENT OPTION

Indicate the type of improvement you wish to install:

- ☐ Modification of the soil stack to direct the flow out of the house in a new Overhead Sewer and elimination of all gravity drainage below the basement floor slab.
- ☐ Installation of a backflow prevention valve and bypass pump in an underground vault.
- ☐ Installation of a backflow prevention valve.

ADDITIONAL APPLICATION MATERIALS REQUIRED

Each of the following documents must be attached to this application in order for the application to proceed and for a permit to be issued:

- ☐ Copy of a detailed proposal from the plumbing contractor to complete the work;
- ☐ Copy of signed Homeowner Participation Agreement; and
- ☐ Completed permit application forms

**FLOOD MITIGATION PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT made on this _____ day of _____, _____, between the
VILLAGE OF BROOKFIELD, Cook County, Illinois, 8820 Brookfield Avenue, Brookfield, Illinois
(hereinafter referred to as "Village") and _____
(name) and _____ (name) who resides at _____
_____ in Brookfield, Illinois (hereinafter referred to collectively
at "Property Owner").

WITNESSETH:

WHEREAS, Property Owner is the owner of a building located at the address indicated
above and such home has been the subject of occasional in house flooding, including backup
from the Village's sewer system, in the past; and

WHEREAS, the Village has adopted a Flood Mitigation Program to protect below grade
areas in the Village and such program provides for the reimbursement to Property Owner for
certain basic costs of upgrading their plumbing in order to minimize sewage backflow, a copy of
which Flood Mitigation Program is available at the Village (hereinafter referred to as the "Flood
Mitigation Program"); and

WHEREAS, the Property Owner desires to participate in such Flood Mitigation Program
and the Village and the Property Owner desire to enter into this Agreement governing the
installation of plumbing improvements in the Property Owner's home and the Village's
reimbursement of certain expenses relating thereto in accordance with the Flood Mitigation
Program.

NOW, THEREFORE, in consideration of the above and the terms and conditions set forth below and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: The preamble paragraphs set forth above are hereby expressly made a part of and operative provisions of this Agreement as fully as if set forth at length in this Section 1.

Section 2: Definitions. The following terms shall have the following meaning when used in this Agreement unless the context clearly indicates a contrary meaning.

“Contractor” shall mean a contractor who has obtained the necessary licenses from the Village to do work under the Flood Mitigation Program.

“Flood Mitigation Program” is the program for installation of Property Owner plumbing improvements to prevent sewage backup with the Village as established by the administrative program adopted by the Village.

“Proposal” shall mean a detailed bid for equipment, material and labor. Quantities shall be itemized.

“Guideline Specifications” are the specifications and requirements for the plumbing work developed by the Village.

“Permit” is the Village permit which Property Owner must obtain before any improvements can be installed by a Contractor.

Section 3: VILLAGE APPROVAL. Prior to the installation of any plumbing facilities for which Property Owner reimbursement hereunder, the specific plans, including the Proposal, shall be submitted to the Village for approval. No work shall be commenced until such Village

approval is obtained. If any such work is commenced without Village approval, Property Owner shall not be entitled to reimbursement for any work done prior to Village approval.

Section 4: Installation. Property Owner agrees to install the approved plumbing facilities in accordance with the Flood Mitigation Program. Installation shall be performed according to the Guideline Specifications. The time may be extended upon written request by Property Owner and written permission by the Village if the work is delayed because of weather, unavailability of a Contractor or other factor beyond Property Owner's control where Property Owner has exercised reasonable diligence to timely complete the installation of the improvement.

Section 5: Contract for Work. The contract for installation shall be signed based on the Proposal attached hereto and hereby made a part hereof as **EXHIBIT A**. The contract for the installation shall be a contract between the Contractor and the Property Owner. The Village shall not be a party to such contract.

Section 6: Permit Required. All work will require a permit issued by the Village.

Section 7: Inspections. The Village must be notified on a timely basis so that it can inspect the work as required in the Program Procedures.

Section 8: Reimbursement Items.

1. The Village will reimburse the homeowner for 50% cost sharing, up to a maximum of \$5,000.00 of the cost for installation of an overhead sewer system which can protect their basements from sewer back-up.
2. The Village will reimburse the homeowner for 50% cost sharing, up to a maximum of \$4,000.00 of the cost for installation of a backflow prevention valve with a bypass (new

sump and sump pump in an underground vault) and associated plumbing and electrical work.

3. The Village will reimburse the homeowner for 50% cost sharing, up to a maximum of \$3,000.00 of the cost for installation of a backflow prevention valve and associated plumbing work.

Section 9: Payment of Reimbursement. Reimbursement of eligible items at approved amounts will be made when all work is completed, inspected and approved by the Village. To receive reimbursement, Property Owner must follow all requirements of this Agreement and submit a claim on the request for reimbursement form.

Section 10: Property Owner's Responsibility. Once the plumbing work is completed the following items will be the responsibility of the Property Owner:

- (a) Restoration or replacement of shrubbery.
- (b) Correction of subsidence in the excavated area. Settling of excavated soils is common. The Property Owner will be responsible for any future filling and reseeding.
- (c) Future maintenance of sump pump, backflow valve, Overhead Sewer, associated electrical equipment and all other related equipment and improvements. Like all equipment, this equipment and related items may require checking, service or repair in the future. The Property Owner is responsible for this future maintenance.

Section 11: Liability. The Village shall have no liability for any defective work or other damage, injury or loss on account of any act or omission of the Contractor in the performance of the work. The Property Owner must make any claim for such matters directly against the

Contractor or Contractor's insurance carrier. Property Owner hereby agrees to indemnify and hold Village harmless against any and all claims and further covenants not to sue the Village for any and all claims.

Section 12: Disclaimer. The Flood Mitigation Program is designed to substantially reduce the risk of sewage backups. However, there is always some risk of sewage backup as a result of unexpected sewer collapse, obstruction, power failure, extreme environmental conditions or other unforeseen factors. Proper operation of foundation drains is necessary to prevent seepage of ground water through walls below grade. Existing foundation drains will not be tested for proper operation in the Flood Mitigation Program-the Property Owner has the responsibility for all testing, inspections and any corrective work that may become necessary.

In addition, reliable continuous functioning of Property Owner's sump/ejector pump(s) is necessary for Overhead Sewers, backflow prevention valves and foundation drains to function properly. The Property Owner has the responsibility to check the operation of the pumps regularly. The Property Owner has the responsibility for all testing, inspections and any corrective work that may become necessary.

Also, it is further recommended that the Property Owner install a battery backup system to provide protection in the event of power failure.

Section 13: Notices. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

For the Property Owner

Name: _____
Address: _____
Phone: _____

or at such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

Section 14: Disconnection of Downspouts. Property Owner must disconnect any downspouts and footing sump pumps from the Village's combined sewer system and must take all corrective action necessary to prevent the discharge of roof drainage and footing sump pump discharge into the Village's combined sewer system, unless an exemption is obtained from the Village in accordance with its ordinance.

Section 15: Breach. If the Property Owner fails to comply with all requirements of this Agreement or to complete installation as provided in this Agreement, the Village shall have no obligation to reimburse the Property Owner.

Section 16: Entire Agreement. This Agreement shall be binding on the parties, their assigns and successors. This Agreement and the documents referenced in this Agreement constitute the entire agreement between the parties and supersede any previous negotiations. This Agreement shall not be modified except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

VILLAGE OF BROOKFIELD, an Illinois
Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

PROPERTY OWNER

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Kit P. Ketchmark, personally known to me to be the President of the Village of Brookfield, and Catherine Colgrass-Edwards, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed to said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, ____.

Commission expires _____, ____.

Notary Public

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Property Owner(s) _____ and _____, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _ day of _____, ____.

Commission expires _____, ____.

Notary Public



**VILLAGE OF BROOKFIELD
PARTICIPATION IN FLOOD MITIGATION PROGRAM
REIMBURSEMENT FORM**

Name: _____

Address: _____

Phone: (Home) _____ (Work) _____

Date plumbing work was completed: _____

Permit number issued: _____

Name of Contractor performing the work: _____

Total cost of eligible expenses: _____

Total amount of reimbursement requested: _____

Overhead Sewer:	50% cost sharing, up to a maximum of \$5,000.00
Backflow Prevention with Pump:	50% cost sharing, up to a maximum of \$4,000.00
Backflow Prevention Only:	50% cost sharing, up to a maximum of \$3,000.00

OWNER CERTIFICATION

I, _____ am the owner/occupant of the premises indicated above and I certify that all of the information contained on this Request for Reimbursement Form is true and accurate to the best of my knowledge.

Signature

Date

CONTRACTOR CERTIFICATION

(required by plumbing or sewer contractor)

I, _____ of _____, certify that all work completed under this Flood Mitigation Program has been performed in accordance with all applicable Village Codes.

Signature

Date

VILLAGE MANAGER

As the Village Manager, I do certify that I have reviewed the application for the plumbing permit and this Request for Reimbursement Form. Further, I am satisfied that the cost of the plumbing work completed and the reimbursement amount are accurate and are made in accordance with all provisions of this Flood Mitigation Program. Therefore, I recommend the reimbursement amount to be paid.

Signature

Date



Flood Mitigation Program Frequently Asked Questions

What types of improvements are eligible for funding?

- The installation of Overhead Plumbing
- The installation of a Backflow Prevention Valve
- The installation of a Backflow Prevention Valve w/Bypass Pump

What is the cost sharing available to residents of single family homes?

- The installation of Overhead Plumbing - 50% of costs up to \$5,000 maximum
- The installation of Backflow Prevention Valve with pump - 50% of costs up to \$4,000 maximum
- The installation of Backflow Prevention Valve w/o pump- 50% of costs up to \$3,000 maximum

What are eligible costs for reimbursement?

- Program costs associated with single family homes.
- Cost of location, excavation and exposure of the building lateral, including the support of existing structures, for connection of a new Overhead Sewer to the existing lateral or for the installation of a clean-out for the purpose of lining the sewer lateral to the Village's sewer main.
- Cost of a new sump pump pit, new sump pump, and associated plumbing and electrical work needed to pump sewage from below grade plumbing fixtures to an Overhead Sewer.
- Cost of trenching and concrete floor replacement.
- Cost of installing a backflow prevention valve with a bypass (new sump and sump pump in an underground vault) and associated plumbing and electrical work.
- Cost of installing a backflow prevention valve and associated plumbing work.
- New electrical panels and/or upgrading the house electrical supply to power a new sump pump(s).
- Cost of grass seeding or sod to restore disrupted landscape.

What costs are not eligible for reimbursement?

- Removal and replacement of interior basement walls and finishes.
- Use of materials not meeting the requirements of Village's guideline specifications.
- Property owner enhancements not necessary to provide sewage backup protection in below grade levels of buildings.
- Cost of a battery back-up sump pump system.
- Planting of new landscaping (bushes and trees) other than grass.
- Cost of disconnecting downspouts.
- Expenses incurred prior to Village approval of application packet.



Flood Mitigation Program Frequently Asked Questions, cont'd

Who Will Administer the Program?

- The Village's Code Department will do all the inspections for installation
- Permits will be issued through the building department prior to construction
- The Village Manager will approve payments once renovations and inspections are finalized

How Does Homeowner Obtain Reimbursement from Village?

- The Request for Reimbursement form must be completed
- The homeowner will present a paid invoice with proof of payment from the contractor to Village with detailed breakdown of charges and present final approved inspection report signed off by Village staff

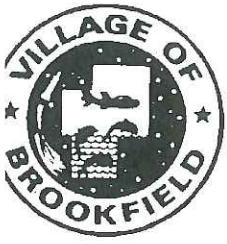
What Information Must Be Submitted as Part of Application?

- A completed application
- A contractor's proposal including sketch of existing plumbing and proposed improvements
- Complete and sign the agreement between the homeowner and Village

Miscellaneous Items

- Work can only be performed by a licensed professional plumber, either from the Village's preferred list or after three proposals are submitted by plumbers of the homeowner choosing. The Village reserves the right to select the lowest quote given to the homeowner for reimbursement.
- Downspouts must be disconnected in order to participate in program

EXHIBITS



Village of Brookfield

Disconnecting Your Downspouts

In response to ongoing stormwater management issues and in an effort to follow stormwater management best practices, the Village has identified a number of flood mitigation practices to help alleviate residential flooding. One of these practices is residential downspout disconnection. *Gutter downspouts that are directly connected to the Village's sewer system increase the volume and rate of storm water runoff entering the sewer system. Both of these factors can exacerbate flooding conditions.* Therefore, by having downspouts from homes "splash on grade", it allows runoff to be partially absorbed by the ground which decreases the volume of water entering the system and is also conveyed more slowly to the sewer system. This slower conveyance helps prolong the time at which sewers reach their capacity. Many homeowners have connected their downspouts to the sewer system for a variety of reasons, most likely to avoid having water accumulate on their property during rain events. In an effort to help lessen the impact to the sewer system, the Village of Brookfield is asking its residents to check their downspout connections, and if they are tied directly to the sewer system via an underground pipe, disconnect them for the collective benefit of the community.

Why Should I Disconnect?

Connected downspouts can exacerbate flooding conditions. Each downspout on your home can deliver many gallons of water per minute to the sewer system. This contributes to the inundation of the sewer system and can lead to basement backups and sewer overflows. By simply disconnecting a downspout, you can make a difference in keeping excess water out of the sewer system and maybe your house or your neighbors.

How Do I Know If My Downspout is Connected?

A quick visual inspection of your downspout will reveal if it "splashes on grade" or has an underground connection. A direct connection will flow into a buried underground pipe, as in the picture below:



A downspout that "splashes on grade" is seen in the picture here:



Will My Yard Become Wet If I Disconnect My Downspout?

A downspout that splashes on grade is designed to allow rain water to sheet drain over the ground, and slowly make its way to the storm sewer system. This may lead to areas of your property being temporarily saturated while the water is absorbed or working its way to the storm sewer system. In order to make sure that storm water runoff is properly directed and will have no adverse impact to your property or adjacent properties, you may want to discuss disconnection with a Public Works representative. Staff from the Public Works Department can help determine whether your property is correctly graded to ensure proper drainage, or if re-grading is necessary.

What if I Don't Want a Wet Yard but Want to Disconnect?

The Metropolitan Water Reclamation District sells rain barrels at a deeply discounted price. Rain Barrels are connected to your downspouts and act as collectors. They can help limit the amount of water released into your yard during rain events. It also provides an additional source of water to be used for watering landscape and other non-drinkable uses. Visit the MWRD website to learn more about their rain barrel program.

Do I Need a Village Permit or a Plumber?

If you are simply returning the downspout to a "splash on grade" condition, you do not need a licensed plumber to do the work. To ensure a correct disconnection, we ask that you contact the Public Works Department at 708-485-2540 so an employee can review the work and answer any questions you may have.

How Much Will This Cost?

If you can disconnect the downspout yourself (see directions at the bottom of the page), a minimal cost for some basic hardware supplies will be all that is necessary. However, if you are unsure of doing this project on your own, you may want to contact a landscaper or handyman to assist you.

Where Should I Direct the Water?

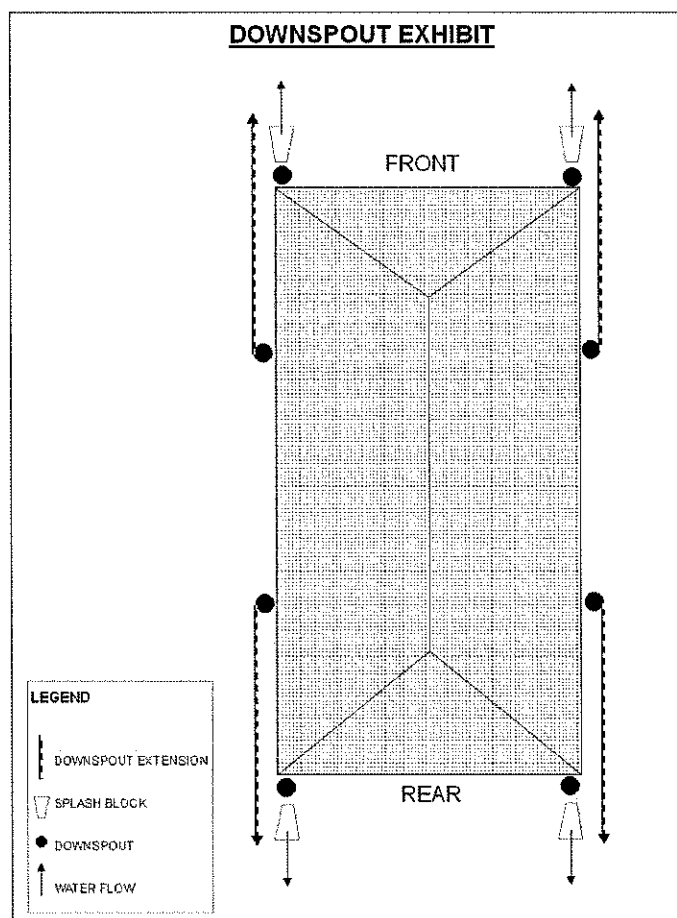
Your downspout must drain toward either the front or rear of your property. Water that is directed to your side yard may flow onto an adjacent property, which may cause adverse effects to your neighbor's property. It is also important to keep downspouts directed away from your window wells, which can cause flooding issues as well. The exhibit to the right depicts a typical home with correct downspout drainage.

My Downspout is in the Middle of My Side Yard. What Should I Do?

A side yard downspout is to run to the front or the rear of the property, along the foundation of the home, through an extension downspout. Again, avoid your window wells or pointing your downspouts toward your neighbor's property. Another solution in this scenario is to place a rain barrel under the downspout to collect the water.

Can I Run My Downspout Extension More Than Five Feet?

You may run an extension downspout *along* the foundation of your home, but you cannot splash your downspout more than five feet away from the foundation.



How Do I Disconnect My Downspout?

Supplies needed to disconnect your downspout:

- hacksaw
- tape measure
- hammer
- screw driver
- pliers
- sheet metal screws
- downspout elbow
- downspout extension
- splash block
- rubber cap



**Disconnecting the downspout yourself carries a very minimal cost. Make sure you contact the Village prior to doing this so an inspector can check that your property is correctly graded to ensure proper drainage.*

Step 1

Identify which of your downspouts are connected to the storm sewer system and review the area to determine the best method/location for discharge.

Step 3

Cut the downspout with a hacksaw.



Step 2

Measure 9" from where the downspout enters the sewer connection.



Step 4

Cap the sewer standpipe. This prevents water from going in. In most cases, you should be able to use a simple rubber cap secured by hose clamp. You can also use a wing-nut test plug if available cap sizes do not fit.



Step 5

Insert the downspout *into* the elbow (if you put the elbow into the downspout, it will leak). You may need to crimp the end of the downspout with a pair of pliers to get a good fit.



Step 6

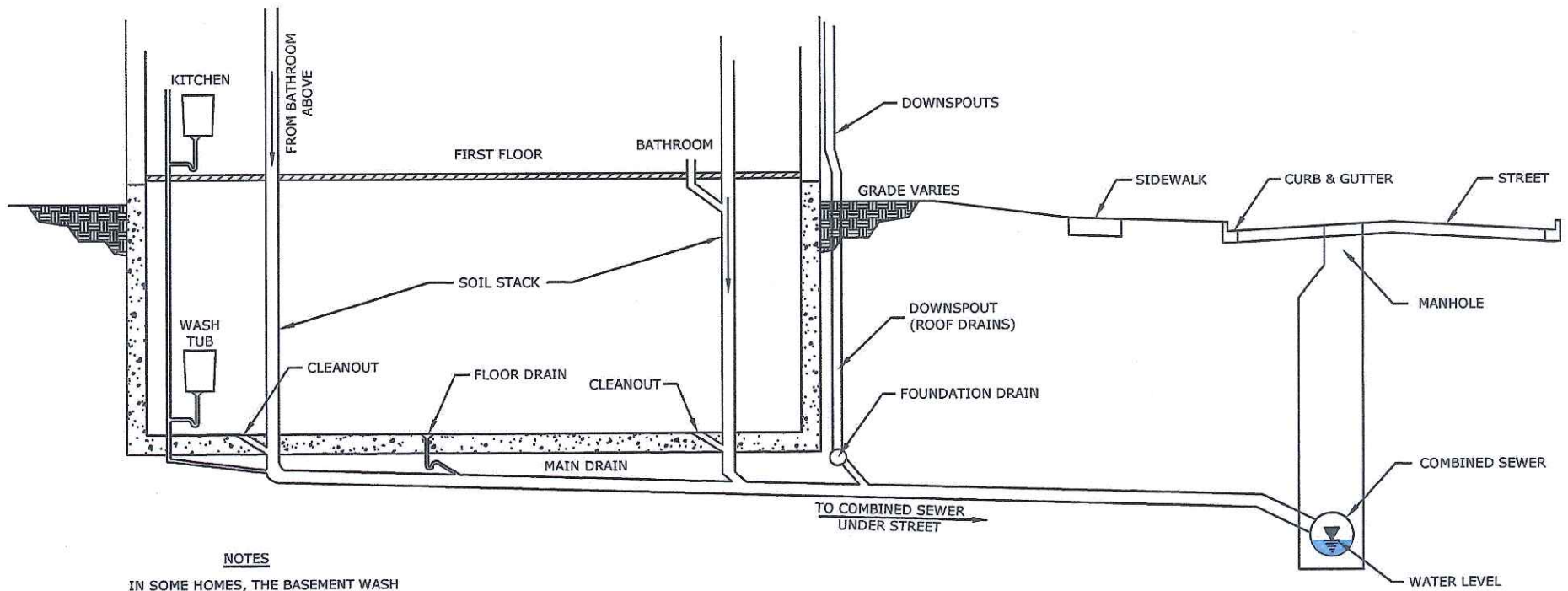
Attach a downspout pipe extension to carry water away from the house and foundation. You can use a hacksaw to cut the extension to the desired length. Be sure to insert the elbow into the extension to prevent leaks. Secure the elbow and extension with sheet metal screws. To prevent erosion where the water drains, you can place a splash block at the end of the downspout extension.



I Want to Speak With Someone at the Village About This. Who Can I Call?

Do you have any general questions about downspouts? Please feel free to call the Building and Planning Department at 708-485-7344.

VILLAGE OF BROOKFIELD FLOOD MITIGATION PROGRAM



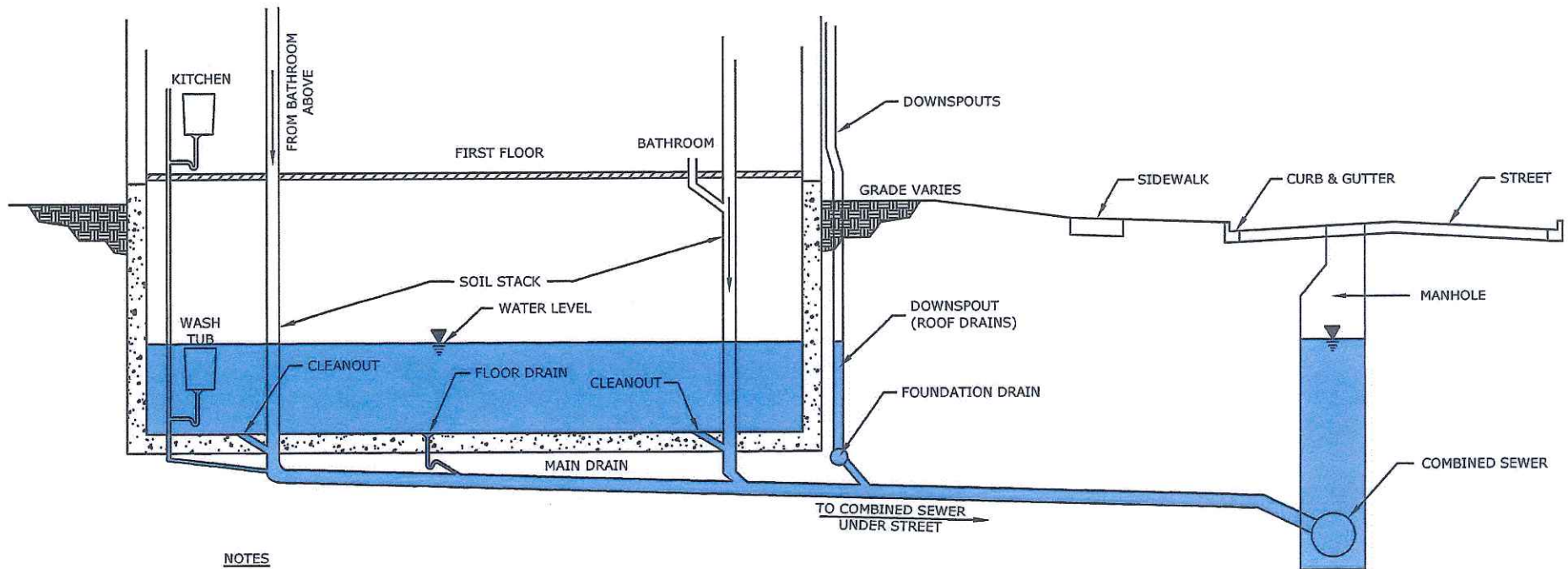
NOTES

IN SOME HOMES, THE BASEMENT WASH TUB, FLOOR DRAINS, & KITCHEN PLUMBING MAY DISCHARGE TO AN EXTERIOR CATCH BASIN LOCATED BEHIND OR ALONGSIDE THE BUILDING.

SOME HOMES MAY ALSO HAVE A FOUNDATION DRAIN WITH A GRAVITY CONNECTION TO THE BUILDING SEWER OR MAY FLOW TO A SUMP PUMP IN THE BASEMENT.

Exhibit A Typical Gravity Plumbing System (Dry Weather Conditions)

VILLAGE OF BROOKFIELD FLOOD MITIGATION PROGRAM



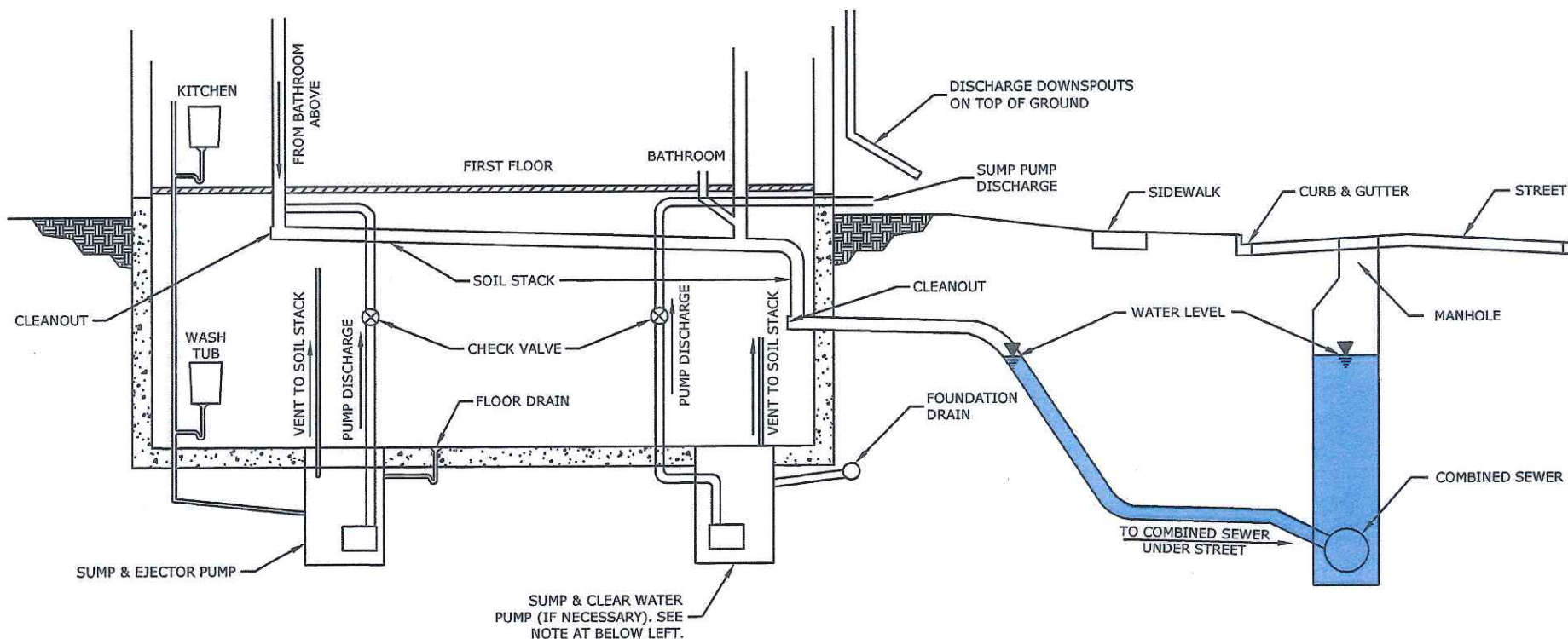
NOTES

IN SOME HOMES, THE BASEMENT WASH TUB, FLOOR DRAINS, & KITCHEN PLUMBING MAY DISCHARGE TO AN EXTERIOR CATCH BASIN LOCATED BEHIND OR ALONGSIDE THE BUILDING.

SOME HOMES MAY ALSO HAVE A FOUNDATION DRAIN WITH A GRAVITY CONNECTION TO THE BUILDING SEWER OR MAY FLOW TO A SUMP PUMP IN THE BASEMENT.

Exhibit B Typical Gravity Plumbing System (Surcharge Conditions)

VILLAGE OF BROOKFIELD FLOOD MITIGATION PROGRAM



NOTE

CLEAR WATER SUMP PUMP DISCHARGE SHALL DISCHARGE TO A FRONT OR REAR YARD WHERE SUFFICIENT SPACE EXISTS TO ACCEPT FLOW.

Exhibit C Overhead Sewer (Surcharge Conditions)

VILLAGE OF BROOKFIELD FLOOD MITIGATION PROGRAM

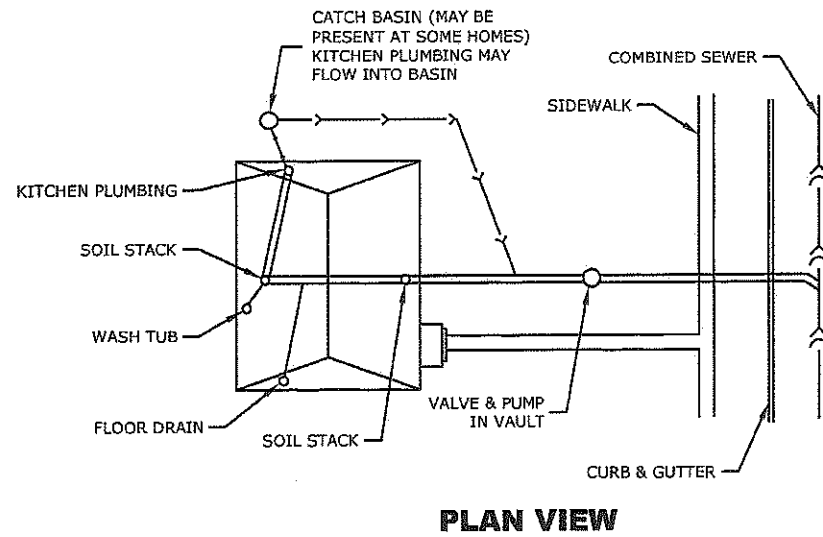
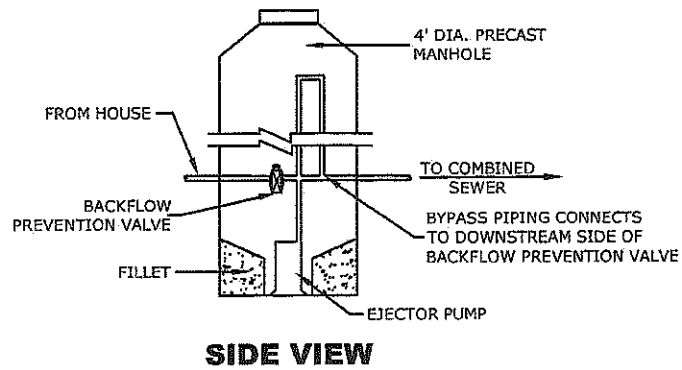
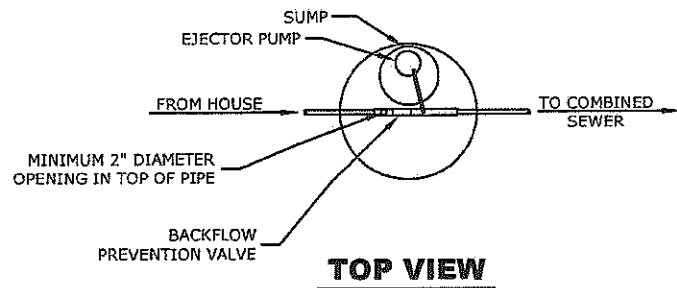


Exhibit D
Backflow Prevention Valve
(with Bypass Pump)

VILLAGE OF BROOKFIELD FLOOD MITIGATION PROGRAM

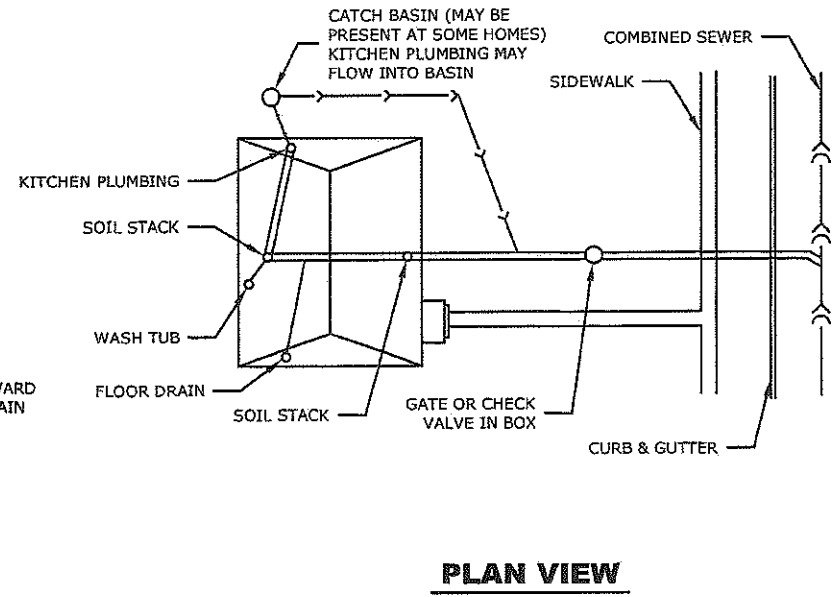
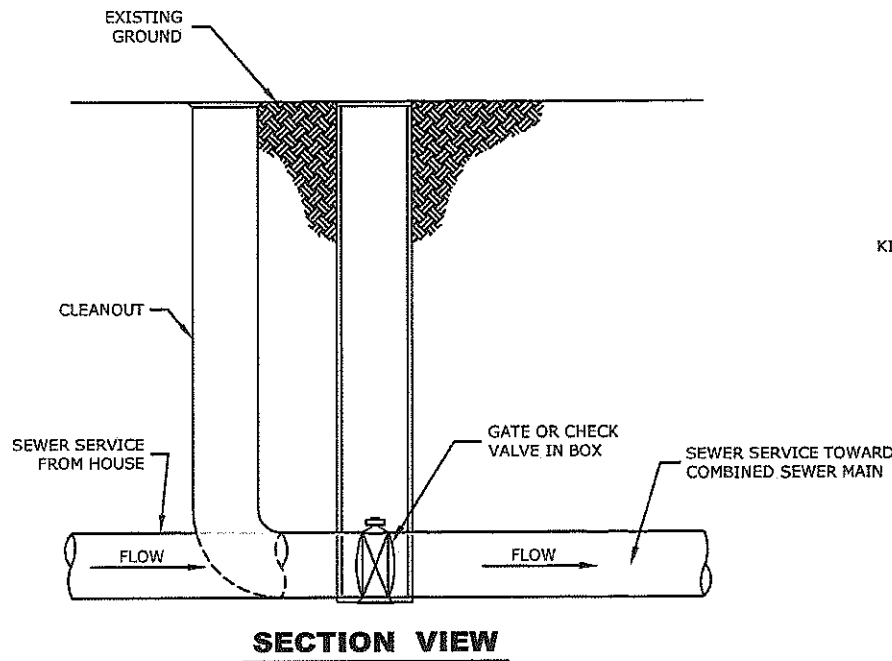


Exhibit E
Backflow Prevention Valve
(without Bypass Pump)

VILLAGE OF BROOKFIELD SALT CREEK FLOOD MITIGATION PROJECT

History

Prairie Avenue is one of only two north-south collector routes that run through the Village of Brookfield and cross the Burlington Northern Railroad tracks. In addition to providing access to 3 business districts abutting Prairie Avenue, it is used as a through route by many motorists. The Average Daily Traffic on Prairie Avenue is 6,000 vehicles per day.

The intersection of Prairie Avenue and Washington Avenue is subject to flooding during heavy rainstorms due to its surface elevation being located approximately two feet (2') below the 100-year base flood elevation (BFE). When the water level in Salt Creek rises above the elevation of the pavement surface, it effectively shuts off the storm sewer outlet and water accumulates on the pavement regardless of whether Salt Creek overtops its banks.

The Prairie Avenue and Washington Avenue intersection has been closed to through traffic during the recent storm events of September 2008, July 2010, July 2011, and April 2013 due to high water levels on the pavement. During the most recent storm event, this intersection was closed from Thursday, April 18th thru Saturday, April 20th.

Proposed Improvements

The proposed improvements to mitigate this flooding include the installation of a pumping system and emergency generator to pump storm flows into Salt Creek when the storm sewer outlet is no longer able to flow by gravity into Salt Creek due to the rising water level.

The new improvements would provide protection for 25 homes that have experienced flooding and would keep the critical intersection of Prairie Avenue and Washington Avenue open to traffic.

Estimate of Costs

The estimate of costs for these improvements is as follows:

Construction	\$500,000.00
Engineering	<u>\$ 90,000.00</u>
Total Cost	\$590,000.00



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Michael J. Garvey

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Catherine A. Colgrass-Edwards
Ryan P. Evans
C.P. Hall, II
Kit P. Ketchmark
Brian S. Oberhauser
Michael A. Towner

VILLAGE MANAGER
Riccardo F. Ginex

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
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May 23, 2013

Ms. Catherine A. O'Connor
Director of Engineering
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611-3154

**Re: Stormwater Management Phase II
Village of Brookfield Proposed Projects**

Dear Ms. O'Connor:

Per the request in your letter dated May 9, 2013, we are submitting the following flooding concerns and potential projects for your consideration.

Washington Avenue Storm Sewer Outfall Pump Station

We have numerous intersections and street pavements adjacent to Washington Avenue on the west side of Salt Creek whose elevation is lower than the 100-year BFE. We have experienced street flooding on many occasions due to the water level in the creek rising and effectively "shutting-off" our sewer outlet. Upstream water then pushes out of the catch basin rims and causes the street flooding. This type of flooding occurs prior to Salt Creek overtopping its banks and remains until the water level in Salt Creek recedes.

This project would include the installation of a storm sewer pump station and emergency generator to pump the stormwater into Salt Creek when the water level has risen above the storm sewer outlet.

The preliminary estimate of costs for these improvements is \$500,000.00. We have currently contracted with Hancock Engineering to perform a feasibility study that will include sizing and locating the pump station and generator and analyzing the areas that are affected by the flooding.

May 23, 2013

Page 2

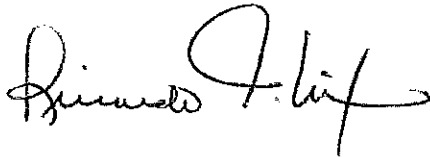
Forest Avenue Property Buyouts

There are approximately 20 homes on Forest Avenue between Washington Avenue and Grant Avenue that have incurred repetitive flood damages when Salt Creek overtops its banks. This project would include purchasing these flood prone properties and examining the possibility of constructing flood relief improvements on the purchased properties.

This project is in the conceptual phase and we do not have a preliminary estimate of costs.

We appreciate your consideration of these projects. Please feel free to contact me if you should have any questions or require additional information.

Sincerely,
VILLAGE OF BROOKFIELD

A handwritten signature in black ink, appearing to read "Riccardo F. Ginex", written in a cursive style.

Riccardo F. Ginex
Village Manager

cc: Mr. Keith Sbiral, Assistant Village Manager
Mr. Dan Kaup, Director of Public Works
Mr. Derek Treichel, Village Engineer
Mr. John Murray, MWRD



May 10, 2013

Mr. Rick Ginex
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

**Re: Proposal for Stormwater Management Improvements
at Prairie Avenue and Washington Avenue**

Dear Rick:

Hancock Engineering is pleased to present this proposal for engineering services regarding the Stormwater Management Improvements at Prairie Avenue and Washington Avenue.

PROJECT UNDERSTANDING

The intersection of Prairie Avenue and Washington Avenue as well as the 3500 block of Forest Avenue have flooded during numerous storm events during the last 5 years. The pavement elevations of these two (2) locations is below the top of the bank of Salt Creek, and becomes susceptible to flooding once the creek rises above the elevation of the pavements. The reason is that the storm sewers that have outlets into the creek in this area are unable to convey flows until the head created by the water elevation in the creek can be exceeded. Therefore, prior to Salt Creek overtopping its banks, there can be situations where the storm sewer outlet into the creek is effectively closed and the stormwater from upstream tributary areas in the storm system will not be able to flow into Salt Creek. The result is that these upstream flows remain tributary to the lowest point in the system, and because no outlet is available the runoff can back-up out of the drainage structures and accumulate on the pavement until the water level in Salt Creek recedes beneath the rim elevation of the drainage structures.

The Village has requested that Hancock Engineering perform a study to determine the feasibility of installing a pumping system with an emergency generator to discharge stormwater flows into Salt Creek when the water level has risen above the storm sewer outlets into Salt Creek. The purpose of the pumping system would be to prevent stormwater from backing up onto the pavement at Prairie Avenue and Washington Avenue and on the 3500 block of Forest Avenue once the outlet pipes have been closed because of the creek elevation. It is understood that this pumping system would not be capable of addressing situations when Salt Creek overtops its banks. However, in these instances, the pumping system would be able to remove the stormwater from the pavement quickly once the water level had receded below the top of bank.

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

SCOPE OF SERVICES

Task 1 – Data Collection

Hancock Engineering will perform the following data collection tasks:

- Collect field elevations of the top of berm on the west side of Salt Creek from approximately 300' north of Washington Avenue to Lincoln Avenue to better determine the overflow route once Salt Creek has overtopped its banks
- Obtain elevations on Washington Avenue, Forest Avenue, Prairie Avenue, and Vernon Avenue to predict the limits of flooding when Salt Creek reaches the top of bank elevation (field elevations and data from previous projects)

Task 2 – Feasibility Study

Hancock Engineering will perform the following tasks associated with the feasibility study:

- Determine flow rates of water from upstream storm sewers to determine efficient staging and sizing of pumps to address runoff from various storm events
- Determine power demands to run pumps and coordinate with ComEd to verify that sufficient supply is available to address the demands of the lift station
- Size and site an emergency back-up generator to be able to run the pump station in events when power is lost
- Consult with Village staff as to the type of monitoring/alarm system is desired regarding the status of power and pump operation at the pump station
- Develop preliminary schematic showing location of pumping system and emergency generator
- Prepare estimate of costs for improvements
- Identify any permits that will need to be obtained
- Prepare letter report containing the above listed information.

COST OF SERVICES

Hancock Engineering will provides the above Services for the following not-to-exceed fees.

Task 1 – Data Collection	\$1,440.00
Task 2 – Feasibility Study	<u>\$7,920.00</u>
Total Fee	\$9,360.00

May 10, 2013

Page 3

SCHEDULE

Hancock Engineering will initiate its services promptly upon receipt of acceptance of this proposal by the Village of Brookfield. We anticipate that it will take approximately eight (8) weeks to collect the data and prepare the feasibility study.

Please feel free to contact our office if you should have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.




Derek Treichel, P.E.



COMMITTEE ITEM MEMO

ITEM: OSLAD 2012 Grant Award Presentation and Request for Bid

COMMITTEE DATE: June 10, 2013

PREPARED BY: Keith Sbiral, AICP, Assistant Village Manager 

PURPOSE: Presentation of Project and Consensus for Bid Announcement.

BUDGET AMOUNT: N/A

BACKGROUND:

On June 25, 2012 the Village Board adopted a resolution of authorization for the application of OSLAD funding from the Illinois Department of Natural Resources. The Village of Brookfield has been notified that we have received the \$260,000 grant we applied for. This is a significant accomplishment for the Village. The Award Letter is attached.

Staff will present the proposed project scope of work as well as the overall timeline for the project.

Staff is seeking approval to announce a bidding process for the full scope of work.

ATTACHMENTS:

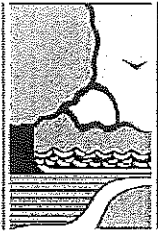
1. Grant Award.

STAFF RECOMMENDATION:

Recommend Staff move forward with administration of the grant and put the project out for bid as soon as permitting allows.

REQUESTED COURSE OF ACTION:

Board Consensus.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Pat Quinn, Governor
Marc Miller, Director

May 11, 2013

Mr. Keith Sbiral
Assistant Village Manager
Brookfield, Village of
8820 Brookfield Avenue
Brookfield, IL 60513

Re: Project OS 13-1833
Brookfield, Village of
Kiwanis Park
Grant Award: \$260,300.00

Dear Mr. Sbiral:

I am pleased to inform you that the above referenced project has been approved at the dollar amount indicated, as part of the State's FY 2013 Open Space Lands Acquisition and Development (OSLAD) and federal Land and Water Conservation Fund (LWCF) grant programs. The quality of your plans to enhance open space opportunities for Illinois' citizens is recognized by your selection in this year's very competitive selection process.

Your project was one of 45 local outdoor recreation projects (39 development and 6 acquisition), representing approximately \$15,329,300 in funding assistance, approved by the Department for FY 2013 OSLAD/LWCF grant funds.

You will soon be contacted with detailed information and instructions concerning implementation of your project and program compliance responsibilities. Please do not proceed with your project until you have received these instructions.

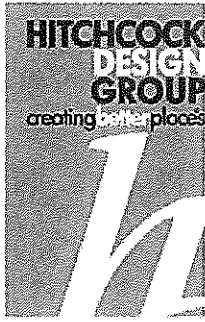
Once again, congratulations on being one of the successful applicants and thank you for your dedicated efforts to improve outdoor recreation opportunities in Illinois.

Sincerely,



Marc Miller
Director

MM/jn



June 3, 2013

Keith Sbiral
Assistant Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

RE: Kiwanis Park

Dear Keith,

Congratulations on the receipt of your 2012 Open Space Land Acquisition and Development Grant from the Illinois Department of Natural Resources! To that end, thank you for asking Hitchcock Design Group to submit this proposal to conduct Design Development through Construction Administration for Kiwanis Park. We appreciate the opportunity to continue our work on this project with you and the Village of Brookfield (VOB).

Project Understanding

The Kiwanis Park proposed improvements include; disc golf, a multi-use trail system, fitness circuit, baggo, sand volleyball, nature-based play area, band shell, permeable paving and bioswale feature, horse shoe pits, education stations with interpretive signage, basketball court and picnic area improvements.

The proposed improvements are within a sensitive oak savannah and will be located to minimize impacts and increase visitors appreciation.

Hancock Engineering will provide the required civil engineering, including final grading and any regulatory agency approvals or permitting. Hancock Engineering will contract directly with VOB.

We will add electrical engineering to our team to provide updated electrical calculations, design, engineering and distribution for the new band shell's power needs.

We will obtain pricing for the necessary soil borings and geotechnical report including one beneath the band shell for footing design and four within the path area to understand topsoil depth. We will present the pricing to you for your consideration. The geotechnical engineer can contract directly with VOB or as a pass-through to HDG.

VOB will provide a topographic survey of the project limits for our team's use.

Design Development will occur within the month of July, concluding with a presentation of the plans to the Village Board for approval in late July or early August. Construction Documentation will follow, yielding a late September bid period and an October construction start.

Scope of Services

We will first conduct a comprehensive kick-off discussion with you and the project team during the Research and Analysis Phase to discuss the details that will guide the process and to set the final schedule for the project through construction. We will then begin the Design Development Phase for the elements identified in the approved master site plan, meeting with the project team periodically for input and review of the progress documents, budget and submittals from various manufacturers' representatives.

Following the completion of Design Development, we will advance the Construction Documentation Phase to prepare documents that are suitable for permitting, bidding and construction. We will represent you during bidding, and following the construction contract award to a general contractor, we will administer the construction process.



June 3, 2013
Village of Brookfield, Kiwanis Park
Page 2

Please see the Scope of Services for our step-by-step approach.

Professional Fees

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Final Design Services:

Research and Analysis Phase,
Design Development Phase,
Interpretive Signage Design Phase,
Construction Documentation Phase,
Bidding and Negotiation Phase:

Fixed Fee: \$35,800

Construction Phase Services:

Construction Administration,
Construction Observation,
Contract Close-out:

Hourly Estimate: \$12,900

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees and will be capped at \$2,000, assuming a digital bid process rather than mass printing.

HDG's team total fees and expenses of \$48,700 is below the OSLAD grant allocation of \$52,200, allowing for a \$3,500 margin for geotechnical work (soil borings). Civil engineering requirements, which we anticipate to be minimal, will be confirmed by Hancock Engineering and contracted directly with the Village of Brookfield.

Project Team

I will manage our work under the supervision of our Principal in Charge, Steve Konters. Other members of our Recreation Studio will participate as needed in order to advance the work in a timely way. Nova Engineering will join our team and be responsible for electrical engineering.

If you find this proposal acceptable, we will forward our standard contract for your review and signature.

Thank you again for the opportunity to continue working with you and the Village of Brookfield. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,
Hitchcock Design Group

Andy Howard
Senior Associate

cc: Steve Konters, Hitchcock Design Group

Enclosures: Scope of Services



Scope of Services

Kiwanis Park

Final Design Services

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary design approach for the proposed capital improvements.

A. Research and Analysis Phase

Objective: The objective is to confirm the project program, characteristics of the existing resources, probable permit requirements, owner/users and stakeholder interests and produce new maps and a program summary that will be the basis for further design.

Process: Specifically, the Hitchcock Design Group team will:

1. Conduct a kick-off and programming meeting with client representatives and the other project team members confirming:
 - a. Master plan design program
 - b. Team members and responsibilities
 - c. Communication protocol and approvals
 - d. Permitting requirements
 - e. OSLAD grant requirements
 - f. Survey status
 - g. Schedule
 - h. Budget
2. Prepare and distribute Meeting Summary and Project Schedule that includes:
 - a. Milestones and meetings
 - b. Completion of design and bid documents
 - c. Probable permitting schedule
 - d. Anticipated bid let date
 - e. Anticipated construction timeframe
3. Identify jurisdictional interests by discussing the project with representatives of appropriate constituent and regulatory groups (led by Hancock).
4. Collect readily available, pertinent existing data for the project area and the immediate surroundings including:
 - a. OSLAD contract docs from IDNR
 - b. Topographic surveys
 - c. Aerial photography
 - d. Boundaries, property ownership and easements
 - e. Utility atlases
 - f. Power and communication utilities
 - g. National wetland inventory map and waters of the United States
5. Observe and re-photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
6. Help you secure pricing from qualified geotechnical firms to provide Soil Borings and Report at the locations of the proposed improvements to define Strength, consolidation and bearing capacities of the existing sub-surface and the presence of any unsuitable sub-grade materials. Borings anticipated will included:
 - a. One boring at 15' deep in the location of the band shell
 - b. Four borings at 5' deep along the pathway to identify topsoil depth



7. Using the inventoried data and the new boundary and topographic survey, prepare Base Maps at appropriate scales.

B. Design Development Phase

Objective: The objective is to reach consensus with the client and jurisdictional authorities on the final design, probable cost and construction strategy for the proposed improvements.

Process: Following your approval of the Schematic Design Phase and/or the Master Plan Phase, the Hitchcock Design Group team will:

1. Finalize the size, horizontal and vertical geometry, structure, materials and finish, as appropriate, for the proposed improvements including:
 - a. Disc golf
 - b. Multi-use trail system
 - c. Fitness circuit
 - d. Baggo
 - e. Sand volleyball
 - f. Nature-based play area
 - g. Band shell
 - h. Permeable paving
 - i. Bioswale feature
 - j. Horse shoe pits
 - k. Education stations with interpretive signage
 - l. Basketball court
 - m. Picnic area improvements.
 - n. Electrical improvements
 - o. Landscape improvements
 - p. Grading and drainage
2. Review Preliminary Engineering recommendations prepared by Hancock Engineering
3. Prepare the Design Development Documents including:
 - a. Existing conditions information
 - b. Plan view drawings
 - c. Descriptive supplemental drawings
 - d. Outline specifications
 - e. Product data
 - f. Material samples
4. Prepare a summary of estimated quantities and update the Construction Cost Opinion.
5. Review the Design Development Documents with you at the 50% and 100% completion milestones. Prepare written summaries of discussions, direction, schedule updates and decisions following each meeting.
6. Review the Design Development Documents with jurisdictional agencies, as directed by Hancock Engineering, as appropriate to this phase of work.

C. Construction Documentation Phase

Objective: The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following approval of the Design Development Phase, the Hitchcock Design Group team will:

1. Finalize the graphic and written documentation that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - i. Cover sheet, notes and legend



- ii. Existing conditions plans
 - iii. Site preparation plans
 - iv. Grading and drainage plans (by Hancock Engineering)
 - v. Storm Water Pollution Prevention plans (by Hancock Engineering)
 - vi. Electrical plans
 - vii. Layout and materials plans
 - viii. Landscape plans
 - ix. Site construction details
 - b. Written specifications and project manual
 - i. General and Supplementary Conditions
 - ii. Technical specifications
2. Prepare a summary of estimated quantities and update the Construction Cost Opinion.
3. Review the Construction Documents with you at the 95% completion milestone. Prepare written summaries of discussions, direction, schedule updates and decisions following the meeting.
4. Submit one copy of drawings to Hancock Engineering for permitting purposes, if necessary. Make one set of authorized revisions based on comments from regulatory agencies.

D. Interpretive Signage Design Phase (2 signs)

Objective: The objective is to build consensus on learning outcomes and storytelling techniques and to prepare final layout and graphics to build consensus on the interpretive experience.

Process: The Hitchcock Design Group team will:

1. Conduct programming discussion with you to determine:
 - a. Desired programmatic uses of the interpretive elements
 - b. Relevant topics
 - c. Learning approaches (contextual, chronological, historical)
 - d. Learning outcomes
2. Prepare a Conceptual Write-up for each sign including; written topic statements (and sub-topics, if applicable), a list of content expansion points, points of emphasis and learning outcome specifics for each sign.
3. Prepare Conceptual Sign Sketch to define shape, base and graphic layout.
4. Prepare Draft Headlines, Narrative Bodies and Interpretive Image list for the topics (and sub-topics, if applicable) for each sign.
5. Conduct in-house and Internet research or contact institutions to find suitable images as needed.
6. Assemble low-resolution preliminary layouts of each sign including borders and backgrounds, arrangement of text and graphics and electronic file assembly.
7. Print color draft originals of each sign and meet with you for a layout review.
8. Following receipt of your final comments, prepare high-resolution final layouts for each signs.
9. Coordinate with a selected sign manufacturer to provide manufacturing services.
10. Send sign manufacturer the print-ready files and request sign material color samples of each sign. Conduct internal design intent review and forward to you for your review, comment and approval.



11. Following approval of the sign material color samples, request authorization from you to mobilize sign manufacturer to fabricate the signs. Coordinate with manufacturer during the fabrication phase.
12. Coordinate with you regarding payments to the manufacturer for mobilizing, samples, fabrication and delivery.

E. Bidding and Negotiation Phase

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following your approval, the Hitchcock Design Group team will:

1. Provide one (1) set of digital Contract Documents for your reproduction for bidding or post the Documents to a digital print room accessible by bidders.
2. Help you advertise the bid letting.
3. Conduct a pre-bid meeting for interested bidders.
4. Answer questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
5. Attend the bid opening and record the results.
6. Prepare bid tabulation spreadsheet.
7. Contact the apparent low bidder's references.
8. Prepare and issue a letter to you regarding the bid results.

Construction Phase Services

The goal for this part of the engagement is to help the client get the improvements constructed. Following award of the work to a Contractor, Hitchcock Design Group will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

A. Construction Administration

Objective: The objective is to help you finalize and administer your construction contract with the Contractor.

Process: Following your award of the work to a Contractor, the Hitchcock Design Group team will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

1. Help you prepare an Owner / Contractor Agreement.
2. Conduct a pre-construction meeting with you and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules
 - c. Contractor submittals
 - d. Responsibilities
 - e. Communications
 - f. Payment procedures
3. Prepare written summaries of the progress meetings at the site with you and the Contractor.
4. Issue interpretations or clarifications of the Contract Documents when requested by you or the Contractor.



5. Prepare recommendations for construction change orders, as requested by:
 - a. You, because of a change that you wish to make to the scope of the Contractor's work
 - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
6. Review shop drawings, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
7. Review Contractor's monthly payout applications and prepare written recommendations regarding payment.

B. Construction Observation

Objective: The objective is to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the contract documents.

Process: During construction, we will:

1. Assuming a four (4) month construction period, participate in site meetings every two (2) weeks(eight (8) total progress meetings budgeted) with you and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the contract documents.
2. Review testing procedures and data provided by independent testing services.

C. Contract Close-out

Objective: The objective is to help the client close out its construction contract with the Contractor.

Process: After the Contractor notifies the client that the work is Substantially Complete, Hitchcock Design Group will:

1. Participate in one (1) site visit to conduct a walk through and prepare a punch list upon substantial completion of the construction of the work documented by us.
2. Review required contract close out submittals provided by the Contractor, such as but not limited to:
 - a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Labor and material lien waivers
 - d. Payment applications
3. Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and establish final acceptance.
4. Prepare recommendations regarding the Contractor's request for acceptance of substantially and finally completed work.



General Project Administration

We will manage the performance of our own work throughout the term of the contract by providing the following services:

A. Communications

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform your representative about our progress

B. Schedules

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

C. Staffing

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

Additional Services

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

Authorization

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services, and perform only such additional services following your written authorization.